

## Business Committee-Regular School Board Meeting

Duluth Public Schools, ISD 709

### Agenda

Tuesday, June 16, 2015

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

<b>1. <u>Financial Report</u></b>	<b>5</b>
A. <u>Financial Report</u>	<u>5</u>
B. <u>Budget Revisions</u>	<u>30</u>
C. <u>Wire Transfers</u>	<u>32</u>
D. <u>Investment Transactions</u>	<u>33</u>
E. <u>WADM Projections</u>	<u>34</u>
F. <u>Fundraisers - None</u>	
<b>2. <u>Bids, R.F.P.s and Quotes Reports</u></b>	
A. <u>Bids</u>	
1) <u>Bid 1242 - Food Requirements</u>	<u>35</u>
Bids were advertised and sent to seven known vendors for supplying district-wide food requirements for the period July 1, 2015 to June 30, 2017. One response was received from Upper Lakes Foods in the amount of \$539,000.50 for a total estimated annual expenditure of \$1,680,000.00	
<u>Recommendation:</u> it is recommended that the Duluth School Board approve the bid with Upper Lakes Foods for a total annual amount of approximately \$1,680,000.00. It is also recommended that ISD 709 reserves the right to renew for an additional two year period, July 1, 2017 to June 30, 2019 by mutual agreement.	
2) <u>PLACEHOLDER - For Bids related to the 10-year Capital Facilities Plan 2015 Update</u>	
B. <u>R.F.P.s</u>	
1) <u>RFP 301 - Copier Service Contract</u>	<u>38</u>
Requests for copier service proposals were advertised and sent to four known service providers and one other requestor. One response was received by Great Lakes Office Solutions in the estimated annual amount of \$30,465.30 for the period July 1, 2015 to June 30, 2019. Annual price increases will be in accordance with the consumer Price Index for the Midwest Urban Region.	
<u>Recommendation:</u> It is recommended that the Duluth School Board approve RFP 301 with Great Lakes Office Solutions in the estimated annual amount of \$30,465.30.	

2) **PLACEHOLDER** - For RFP's related to the 10-year Capital Facilities Plan 2015 Update

C. **Quotes**

- 1) **Quote #4211 – Re-keying Door Hardware** 40  
 Re-Keying Door Hardware at HOCHS, Homecroft, Lakewood, Lowell, and Stowe - Sell Hardware, Inc. \$91,835.00

**Recommendation:** It is recommended the School Board approve entering into a contract with the firm listed above based on their low responsive quote as shown on the Quote Tab and Letter of Recommendation, as provided in response to Quote #4211 – Re-keying Door Hardware

- 2) **Quote #4201-1 – Annual Elevator Service** 42

Quotes were solicited from four contractors for the district-wide annual elevator service. Two quotes were received in response to the School District's request for quotes. Schindler Elevator Corporation submitted the lowest responsible quote with an estimated value of \$30,044.50.

**Recommendation:** It is recommended the Duluth School Board approve the contract with Schindler Elevator Corporation to complete the work defined in Quote #4201-1 – Annual Elevator Service for a total estimated amount of \$30,044.50.

- 3) **PLACEHOLDER** - For Quotes related to the 10-year Capital Facilities Plan 2015 Update

3. **Policies and Regulations**

- A. **Policy 9115 - School Board Elections** 44

It is recommended that the school board accept the changes to Policy 9115 to keep elections on an odd year cycle at this time for the first reading.

**Recommendation:** It is recommended that the school board accept the changes to Policy 9115 for the first reading.

- B. **Regulation 3136R - Expenses-Travel In-District, In-State, and Out-of-State** 45

Changes have been made to Regulation 3136R to bring the Meal Per Diem Limitations up to date and consistent with the FY 2016 Budget investment . The update will take effect on July 1, 2015.

**This item is presented as informational only.**

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

A. **Contracts**

- 1) **Insurance Brokerage and Risk Management Services Renewal for Duluth Public Schools – Marsh & McLennan Agency** 48  
 Marsh & McLennan Agency, formerly RJF Agencies, Inc. has provided insurance brokerage and risk management services for property, liability, auto, and workers' compensation for Duluth Public Schools since 2009.

**Recommendation:** It is recommended the Duluth School Board authorize the use of

Marsh & McLennan Agency for the 2015 – 2016 policy year to provide insurance brokerage and risk management services. As compensation for their services, RJF Agencies, Inc. will receive a standard commission from the insurance carrier who ultimately underwrites the District's policies. It is further recommended the Duluth School Board approve two (2) additional contract extension options through June 30, 2018, if the services and value provided continue to be acceptable to the Director of Business Services and the Property and Risk Manager.

2) **PLACEHOLDER** - For Contracts related to the 10-year Capital Facilities Plan 2015 Update

B. Change Orders

C. Leases

## 5. **Resolutions**

A. B-6-15-3275 - Acceptance of Donations to Duluth Public Schools 57

Recommendation: It is recommended that the Duluth School Board approve resolution B-6-15-3275 - Acceptance of Donations to Duluth Public Schools.

B. B-6-15-3276 - Resolution Rescinding Resolution B-5-15-3270 - Providing that School Board General Elections Held After 2017 shall be held in the Even-Numbered Years; Establishing a Transition Plan. 58

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-15-3276 - Resolution Rescinding Resolution B-5-15-3270 - Providing that School Board General Elections Held After 2017 shall be held in the Even-Numbered Years; Establishing a Transition Plan.

C. B-6-15-3277 - Adoption of the Fiscal Year 2016 Budget 59  
Additional information will be sent out separately.

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-15-3277 - Adoption of the Fiscal Year 2016 Budget

D. Resolution B-6-15-3278 - Annual Re-certification of the Superintendent as the Identified Official with Authority for MDE SERVS Financial 60

Recommendation: It is recommended that the Duluth School Board approve Resolution B-6-15-3278 - Annual Re-certification of the Superintendent as the Identified Official with Authority for MDE SERVS Financial

E. **PLACEHOLDER** - Amendment to the 10-year Capital Facilities Plan 2015 Update

F. **PLACEHOLDER** - Sale of Property

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

A. Expenditure Contracts 61  
Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of May 2015

B. Revenue Contracts 98  
Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of May 2015

C. Other Contracts 102  
Superintendent Gronseth or the Director of Business and Finance has signed the following contracts during the month of May 2015.

D. Facilities Management & Capital Project Status Report 109  
Kerry Leider will be present to answer questions regarding the attached report.

E. Contracts Signed in Relation to the LRFP 113  
Kerry Leider will be present to answers questions regarding the attached report.

7. Future Items  
A. Discussion Regarding Community Use of Facilities

Duluth Public Schools - ISD 709  
Cash Flow Report  
Month Ending 04/30/15

	1	2	3	4	5	6	7	8 & 9	Dental	Student Activities
	General Fund	Food Service	Transportation	Community Education	Operating Capital	Construction	Debt Service	Trust & Agency 8 & 9	Dental	Student Activities
Total	1	2	3	4	5	6	7	8 & 9	Dental	Student Activities
Cash and investments 3/31/2015	\$ 20,081,380	\$ 1,044,038	\$ (3,156,455)	\$ 730,843	\$ (2,110,375)	\$ 5,272,128	\$ (6,993,423)	\$ 1,610,264	\$ 220,567	\$ 1,411,786
Receivables (increase)/(decrease) -	(30,252)	(8,156)	(14,352)	26	6,834	(0)	(0)	(0)	186	-
Payables increase/(decrease) -	(434,745)	22,023	50,915	57,656	23,912	7,270	(500,000)	-	-	-
Revenues increase/(decrease) -	59,700,251	423,487	468,252	199,961	154,574	86	47,937,638	147	71,731	(0)
Expenditures (increase)/(decrease) -	(8,691,037)	(393,905)	(528,325)	(435,878)	(147,613)	(150,418)	(139,806)	-	(58,350)	0
Cash and investments 4/30/2015	\$ 70,625,597	\$ 1,087,486	\$ (3,179,964)	\$ 552,609	\$ (2,072,668)	\$ 5,129,065	\$ 40,304,409	\$ 1,610,411	\$ 234,134	\$ 1,411,786

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

	CURRENT MONTH			YEAR-T-O-D-DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2015	FY2014	Variance	FY2015	FY2014	Variance	Adopted	Revised	
<u>Revenues</u>									
Lewy	\$0	\$87	(\$87)	\$0	\$87	(\$87)	\$31,042	\$31,817	
Interest	1	4	(3)	87	556	(469)	77	77	
Tuition, Fees, Admissions	255	454	(199)	2,483	2,430	53	4,092	4,192	
Other Local Revenues	224	262	(38)	2,219	2,087	132	1,609	2,191	
State Sources	9,323	8,485	838	69,741	76,686	(6,945)	86,939	86,315	
Federal Aids from MDE	1,977	1,082	895	5,931	5,768	163	9,165	9,759	
Federal Direct Aids	-	-	0	853	4	849	2,856	3,018	
Local Sales	138	276	(138)	1,288	1,305	(17)	1,667	1,688	
Sale of Bonds or Loans	47,782	-	47,782	47,782	-	47,782	0	0	
Total Revenues	59,700	10,650	49,050	130,384	88,923	41,461	137,447	139,058	
			460.6			46.6			
<u>Expenditures</u>									
Salaries	4,876	4,459	(417)	43,136	40,562	(2,574)	60,190	60,224	
Benefits	2,133	2,024	(109)	19,282	18,216	(1,066)	28,364	28,940	
Purchased Services	945	1,277	332	9,324	9,650	326	12,954	13,282	
Supplies & Materials	412	495	83	4,149	3,159	(990)	5,058	5,654	
Chargebacks	-	-	0	0	-	(0)	(159)	88	
Capital Expenditures	179	179	(0)	5,446	7,973	2,527	5,205	7,509	
Debt Service	140	-	(140)	21,348	21,162	(186)	21,191	21,191	
Other	6	18	12	233	411	178	932	1,358	
Total Expenditures	8,691	8,452	(239)	102,918	101,133	(1,785)	133,735	138,247	
			(2.8)			(1.8)			
Transfers In (Out)	0	0	0	0	0	0	0	0	
			N/A			N/A			
Operating Excess (Deficit)	51,009	\$2,198	48,811	27,465	(\$12,210)	39,675	\$3,712	\$811	
			2,220.7			324.9			

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - T O - D A T E			ANNUAL BUDGET				
	\$			\$			%				
	FY2015	FY2014	Variance	FY2015	FY2014	Variance	FY2015	FY2014	Variance	Adopted	Revised
Levy	0	\$87	(\$87)	\$0	\$87	(\$87)	0	\$87	(100.0)	\$10,475	\$10,475
Interest	1	3	(2)	81	543	(462)	81	543	(85.1)	55	55
Tuition, Fees, Admissions	55	77	(22)	691	785	(94)	691	785	(12.0)	1,843	1,943
Other Local Revenues	140	110	30	1,114	880	234	1,114	880	26.5	245	741
State Sources	8,529	7,737	792	62,063	69,145	(7,082)	62,063	69,145	(10.2)	75,471	75,599
Federal Aids from MDE	1,720	1,060	660	4,208	3,518	690	4,208	3,518	19.6	6,785	7,374
Federal Direct Aids	0	0	0	(114)	21	(135)	(114)	21	(644.5)	0	0
Local Sales	0	0	0	0	9	(9)	0	9	(100.0)	0	0
Sale of Bonds or Loans	0	0	0	0	0	0	0	0	N/A	0	0
Total Revenues	10,444	9,074	1,370	68,042	74,988	(6,946)	68,042	74,988	(9.3)	94,873	96,188
<u>Expenditures</u>											
Salaries	4,344	3,959	(385)	38,219	35,927	(2,292)	38,219	35,927	(6.4)	53,744	53,828
Benefits	1,827	1,737	(90)	16,331	15,391	(940)	16,331	15,391	(6.1)	24,669	25,085
Purchased Services	545	619	74	5,000	5,285	285	5,000	5,285	5.4	6,765	7,070
Supplies & Materials	113	99	(14)	1,273	1,001	(272)	1,273	1,001	(27.2)	1,694	1,762
Chargebacks	0	0	0	(5)	(3)	2	(5)	(3)	74.1	(565)	(319)
Capital Expenditures	3	11	8	598	128	(470)	598	128	(367.5)	232	814
Debt Service	0	0	0	47	79	32	47	79	40.8	20	20
Other	4	7	3	180	226	46	180	226	20.5	697	662
Total Expenditures	6,837	6,432	(405)	61,643	58,034	(3,609)	61,643	58,034	(6.2)	87,255	88,921
Transfers In (Out)	0	0	0	(6,347)	(6,165)	0	(6,347)	(6,165)	0.0	(6,347)	(6,347)
Operating Excess (Deficit)	\$3,608	\$2,642	966	\$52	\$10,789	(\$10,737)	\$52	\$10,789	(99.5)	\$1,272	\$921

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - T O - D A T E			ANNUAL BUDGET		
	\$			\$			%		
	FY2015	FY2014	Variance	FY2015	FY2014	Variance	Adopted	Revised	Variance
Lewy	\$0	\$87	(\$87)	\$0	\$87	(\$87)	\$9,996	\$9,996	(100.0)
Interest	1	3	(2)	81	543	(462)	55	55	(85.1)
Tuition, Fees, Admissions	(0)	4	(4)	462	375	87	1,360	1,460	23.1
Other Local Revenues	107	37	70	515	288	227	46	458	78.7
State Sources	8,529	7,737	792	61,326	67,961	(6,635)	64,346	64,474	(9.8)
Federal Aids from MDE	(0)	0	(0)	1	1	(0)	-525	20	(18.1)
Federal Direct Aids	0	0	0	0	0	0	0	0	N/A
Local Sales	0	0	0	0	0	0	0	0	N/A
Sale of Bonds or Loans	0	0	0	0	0	0	0	0	N/A
<b>Total Revenues</b>	<b>8,637</b>	<b>7,868</b>	<b>769</b>	<b>62,384</b>	<b>69,255</b>	<b>(6,871)</b>	<b>75,277</b>	<b>76,462</b>	<b>(9.9)</b>
<b>Expenditures</b>									
Salaries	3,642	3,422	(220)	31,530	31,168	(362)	44,013	44,045	(1.2)
Benefits	1,518	1,505	(13)	12,250	12,808	558	19,136	19,536	4.4
Purchased Services	466	554	88	4,408	4,777	369	5,758	6,007	7.7
Supplies & Materials	99	56	(43)	957	802	(155)	1,233	1,254	(19.4)
Chargebacks	0	0	0	(30)	(4)	26	(2,374)	(2,128)	639.0
Capital Expenditures	3	5	2	339	66	(273)	(82)	502	(413.9)
Debt Service	0	0	0	47	79	32	20	20	40.8
Other	0	1	1	91	141	50	(46)	(92)	35.7
<b>Total Expenditures</b>	<b>5,729</b>	<b>5,543</b>	<b>(186)</b>	<b>49,593</b>	<b>49,837</b>	<b>244</b>	<b>67,658</b>	<b>69,144</b>	<b>0.5</b>
Transfers In (Out)	0	0	0	(6,347)	(6,165)	0	(6,347)	(6,347)	0.0
<b>Operating Excess (Deficit)</b>	<b>\$2,908</b>	<b>\$2,325</b>	<b>583</b>	<b>\$6,444</b>	<b>\$13,253</b>	<b>(\$6,809)</b>	<b>\$1,272</b>	<b>\$972</b>	<b>(51.4)</b>



STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-T-O-D-ATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2015	FY2014	Variance	FY2015	FY2014	Variance		
Lewy	0	\$0	N/A	\$0	\$0	N/A	\$0	\$0
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0
Other Local Revenues	1	(0)	(46.9)	5	4	29.8	15	15
State Sources	28	28	N/A	182	92	97.8	171	171
Federal Aids from MDE	257	0	N/A	1,706	1,187	43.7	2,207	2,207
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	138	147	(5.9)	922	856	7.8	1,232	1,232
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
<b>Total Revenues</b>	<b>423</b>	<b>148</b>	<b>186.1</b>	<b>2,816</b>	<b>2,139</b>	<b>31.6</b>	<b>3,624</b>	<b>3,624</b>
<u>Expenditures</u>								
Salaries	103	92	(12.3)	852	752	(13.3)	1,068	1,068
Benefits	38	35	(7.5)	317	293	(8.2)	409	409
Purchased Services	4	6	36.9	43	56	22.9	103	103
Supplies & Materials	239	214	(11.7)	1,448	1,233	(17.4)	1,864	1,860
Chargebacks	0	0	N/A	1	0	(1)	151	151
Capital Expenditures	10	3	(232.5)	137	30	(107)	9	153
Debt Service	0	0	N/A	0	0	N/A	0	0
Other	0	0	N/A	14	14	(0)	20	20
<b>Total Expenditures</b>	<b>394</b>	<b>350</b>	<b>(12.5)</b>	<b>2,812</b>	<b>2,378</b>	<b>(18.3)</b>	<b>3,624</b>	<b>3,764</b>
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$30</b>	<b>(\$202)</b>	<b>114.7</b>	<b>\$3</b>	<b>(\$239)</b>	<b>101.3</b>	<b>\$0</b>	<b>(\$140)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2015	FY2014	Variance	FY2015	FY2014	Variance	Adopted	Revised	
Lewy	0	\$0	N/A	\$0	\$0	N/A	\$0	\$0	
Interest	0	0	N/A	0	0	N/A	0	0	
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0	
Other Local Revenues	0	0	N/A	0	5	(99.8)	80	80	
State Sources	468	427	9.7	3,019	3,291	(272)	5,446	5,446	
Federal Aids from MDE	0	0	N/A	0	0	N/A	0	0	
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0	
Local Sales	0	0	N/A	6	0	6	0	0	
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0	
<b>Total Revenues</b>	<b>468</b>	<b>427</b>	<b>9.7</b>	<b>3,025</b>	<b>3,296</b>	<b>(271)</b>	<b>5,526</b>	<b>5,526</b>	
<b>Expenditures</b>									
Salaries	99	91	(8.3)	909	892	(17)	1,158	1,158	
Benefits	72	69	(4.5)	604	602	(2)	725	725	
Purchased Services	331	310	(6.7)	3,002	2,766	(236)	4,020	4,020	
Supplies & Materials	27	38	28.9	269	264	(5)	327	327	
Chargebacks	0	0	N/A	1	1	0	31	31	
Capital Expenditures	0	0	N/A	2	175	173	206	206	
Debt Service	0	0	N/A	0	0	0	0	0	
Other	0	0	N/A	1	1	0	1	1	
<b>Total Expenditures</b>	<b>528</b>	<b>508</b>	<b>(4.0)</b>	<b>4,787</b>	<b>4,701</b>	<b>(86)</b>	<b>6,468</b>	<b>6,468</b>	
Transfers In (Out)	0	0	N/A	0	0	0	0	0	
<b>Operating Excess (Deficit)</b>	<b>(\$60)</b>	<b>(\$81)</b>	<b>25.8</b>	<b>(\$1,762)</b>	<b>(\$1,405)</b>	<b>(\$357)</b>	<b>(\$942)</b>	<b>(\$942)</b>	

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET		
	\$		%	\$		%			
	FY2015	FY2014	Variance	FY2015	FY2014	Variance	Adopted	Revised	
Levy	0	\$0	N/A	\$0	\$0	N/A	\$929	\$929	
Interest	0	0	N/A	0	0	N/A	0	0	
Tuition, Fees, Admissions	200	147	35.9	1,422	1,210	17.5	1,350	1,350	
Other Local Revenues	0	(2)	(91.3)	160	236	(76)	72	146	
State Sources	0	94	(100.0)	1,716	1,727	(11)	1,951	1,975	
Federal Aids from MDE	0	22	(100.0)	17	35	(18)	173	178	
Federal Direct Aids	0	0	N/A	(37)	(17)	(20)	1,773	1,934	
Local Sales	0	0	N/A	0	8	(8)	0	0	
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0	
<b>Total Revenues</b>	<b>200</b>	<b>265</b>	<b>(24.5)</b>	<b>3,278</b>	<b>3,199</b>	<b>79</b>	<b>6,248</b>	<b>6,512</b>	
<b>Expenditures</b>									
Salaries	257	254	(1.3)	2,429	2,350	(79)	3,432	3,382	
Benefits	111	103	(8.1)	1,037	942	(95)	1,345	1,454	
Purchased Services	43	83	48.6	804	693	(111)	758	815	
Supplies & Materials	23	21	(9.2)	177	152	(25)	275	311	
Chargebacks	0	0	N/A	4	2	(2)	205	205	
Capital Expenditures	0	0	N/A	11	2	(9)	14	19	
Debt Service	0	0	N/A	0	0	0	0	0	
Other	2	2	15.0	21	23	2	176	282	
<b>Total Expenditures</b>	<b>436</b>	<b>463</b>	<b>5.9</b>	<b>4,482</b>	<b>4,164</b>	<b>(318)</b>	<b>6,204</b>	<b>6,469</b>	
Transfers In (Out)	0	0	N/A	0	0	0			
<b>Operating Excess (Deficit)</b>	<b>(\$236)</b>	<b>(\$198)</b>	<b>(19.1)</b>	<b>(\$1,204)</b>	<b>(\$965)</b>	<b>(\$239)</b>	<b>\$43</b>	<b>\$43</b>	

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR - T O - D A T E			ANNUAL BUDGET				
	\$		\$							
	FY2015	FY2014	Variance	%	FY2015	FY2014	Variance	%	Adopted	Revised
Levy	0	\$0	\$0	N/A	\$0	\$0		N/A	\$979	\$979
Interest	0	0	0	N/A	0	0		N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0		N/A	0	0
Other Local Revenues	12	2	10	501.8	68	64	4	6.7	12	23
State Sources	143	83	60	71.7	850	567	283	49.9	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	0	0	0	N/A	22	10	12	115.0	0	22
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>155</b>	<b>85</b>	<b>70</b>	<b>81.9</b>	<b>940</b>	<b>641</b>	<b>299</b>	<b>46.6</b>	<b>2,013</b>	<b>2,045</b>
<b>Expenditures</b>										
Salaries	66	57	(9)	(15.5)	669	573	(96)	(16.7)	689	689
Benefits	29	22	(7)	(32.2)	276	234	(42)	(18.1)	295	347
Purchased Services	15	9	(6)	(71.6)	84	369	285	77.2	312	114
Supplies & Materials	9	0	(9)	N/A	733	241	(492)	(204.1)	300	790
Chargebacks	0	0	0	N/A	0	0	0	N/A	20	20
Capital Expenditures	28	16	(12)	(77.5)	3,622	3,515	(107)	(3.0)	3,825	3,743
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	1	1	100.0	0	123	123	100.0	0	0
<b>Total Expenditures</b>	<b>148</b>	<b>105</b>	<b>(43)</b>	<b>(40.6)</b>	<b>5,384</b>	<b>5,055</b>	<b>(329)</b>	<b>(6.5)</b>	<b>5,441</b>	<b>5,703</b>
Transfers In (Out)	0	0	0	N/A	6,347	6,165	0	0.0	6,347	6,347
<b>Operating Excess (Deficit)</b>	<b>\$7</b>	<b>(\$20)</b>	<b>\$27</b>	<b>134.8</b>	<b>\$1,903</b>	<b>\$1,751</b>	<b>\$152</b>	<b>8.7</b>	<b>\$2,919</b>	<b>\$2,689</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR - T O - D A T E				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2015	FY2014	Variance	Variance	FY2015	FY2014	Variance	Variance	\$921	\$921
Levy	0	\$0	\$0	N/A	\$0	\$0	N/A	N/A	\$921	\$921
Interest	0	0	0	N/A	1	2	(1)	(57.3)	-	-
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
<b>Total Revenues</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>	<b>174</b>	<b>290</b>	<b>(116)</b>	<b>(39.9)</b>	<b>1,090</b>	<b>1,090</b>
<b>Expenditures</b>										
Salaries	6	6	(0)	(6.0)	58	68	10	14.6	100	100
Benefits	2	2	(0)	(0.4)	20	23	3	13.3	30	30
Purchased Services	3	5	2	35.6	117	70	(47)	(67.2)	14	178
Supplies & Materials	1	3	2	59.7	12	6	(6)	(97.0)	19	25
Chargebacks	0	0	0	N/A	0	0	(0)	N/A	0	0
Capital Expenditures	138	149	11	7.6	1,075	4,123	3,048	73.9	920	2,574
Debt Service	0	0	0	N/A	0	0	(0)	N/A	0	0
Other	0	0	0	N/A	7	7	0	4.9	7	362
<b>Total Expenditures</b>	<b>150</b>	<b>165</b>	<b>15</b>	<b>8.8</b>	<b>1,289</b>	<b>4,297</b>	<b>3,008</b>	<b>70.0</b>	<b>1,090</b>	<b>3,270</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$150)</b>	<b>(\$165)</b>	<b>\$15</b>	<b>8.9</b>	<b>(\$1,115)</b>	<b>(\$4,007)</b>	<b>\$2,892</b>	<b>72.2</b>	<b>\$0</b>	<b>(\$2,180)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2015	FY2014	Variance	FY2015	FY2014	Variance	Adopted	Revised	
Levy	0	\$0	N/A	\$0	\$0	N/A	\$17,737	\$18,512	
Interest	0	0	N/A	0	0	N/A	0	0	
Tuition, Fees, Admissions	0	0	N/A	0	0	N/A	0	0	
Other Local Revenues	0	0	N/A	0	0	N/A	0	0	
State Sources	156	144	8.3	1,742	1,690	3.1	2,709	1,934	
Federal Aids from MDE	0	0	N/A	0	1,028	(100.0)	0	0	
Federal Direct Aids	0	0	N/A	1,005	0	1,005	1,084	1,084	
Local Sales	0	0	N/A	0	0	N/A	0	0	
Sale of Bonds or Loans	47,782	0	N/A	47,782	0	47,782	0	0	
Total Revenues	47,938	144	33,190.0	50,529	2,718	47,811	21,530	21,530	
<u>Expenditures</u>									
Salaries	0	0	N/A	0	0	N/A	0	0	
Benefits	0	0	N/A	0	0	N/A	0	0	
Purchased Services	0	0	N/A	0	0	N/A	0	0	
Supplies & Materials	0	0	N/A	0	0	N/A	0	0	
Chargebacks	0	0	N/A	0	0	N/A	0	0	
Capital Expenditures	0	0	N/A	0	0	N/A	0	0	
Debt Service	140	0	(140)	21,301	21,083	(218)	21,171	21,171	
Other	0	0	N/A	0	0	N/A	0	0	
Total Expenditures	140	0	(140)	21,301	21,083	(218)	21,171	21,171	
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0	
Operating Excess (Deficit)	\$47,798	\$144	33,092.9	\$29,228	(\$18,365)	\$47,593	\$359	\$359	

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	FY2015		FY2014		FY2015		FY2014		Adopted	Revised
	\$	%	\$	%	\$	%	\$	%	\$	\$
Levy	0		\$0		\$0		\$0		\$0	\$0
Interest	0		0		5		10		19	19
Tuition, Fees, Admissions	0		0		0		0		0	0
Other Local Revenues	0		0		0		0		200	200
State Sources	0		0		0		0		0	0
Federal Aids from MDE	0		0		0		0		0	0
Federal Direct Aids	0		0		0		0		0	0
Local Sales	0		0		0		0		0	0
Sale of Bonds or Loans	0		0		0		0		0	0
<b>Total Revenues</b>	<b>0</b>	<b>N/A</b>	<b>0</b>	<b>N/A</b>	<b>5</b>	<b>(53.6)</b>	<b>10</b>	<b>(5)</b>	<b>219</b>	<b>219</b>
<b>Expenditures</b>										
Salaries	0		0		0		0		0	0
Benefits	0		0		200		250		200	200
Purchased Services	0		0		0		0		0	0
Supplies & Materials	0		0		0		0		0	0
Chargebacks	0		0		0		0		0	0
Capital Expenditures	0		0		0		0		0	0
Debt Service	0		0		0		0		0	0
Other	0		0		0		0		0	0
<b>Total Expenditures</b>	<b>0</b>	<b>N/A</b>	<b>0</b>	<b>N/A</b>	<b>200</b>	<b>20.0</b>	<b>250</b>	<b>50</b>	<b>200</b>	<b>200</b>
Transfers In (Out)	0		0		0		0		0	0
<b>Operating Excess (Deficit)</b>	<b>\$0</b>	<b>N/A</b>	<b>\$0</b>	<b>N/A</b>	<b>(\$195)</b>	<b>18.6</b>	<b>(\$240)</b>	<b>\$45</b>	<b>\$19</b>	<b>\$19</b>



STATEMENT OF REVENUES AND EXPENDITURES  
(IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2015	FY2014	Variance	Variance	FY2015	FY2014	Variance	Variance		
Levy	0	\$0		N/A	\$0	\$0		N/A	\$0	\$0
Interest	0	1	(1)	(100.0)	1	1	(0)	(4.3)	3	3
Tuition, Fees, Admissions	0	230	(230)	(100.0)	370	435	(65)	(15.0)	899	899
Other Local Revenues	0	77	(77)	(100.0)	98	140	(42)	(29.7)	201	201
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	129	(129)	(100.0)	338	317	21	6.7	435	435
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>0</b>	<b>437</b>	<b>(437)</b>	<b>(100.0)</b>	<b>808</b>	<b>893</b>	<b>(85)</b>	<b>(9.6)</b>	<b>1,538</b>	<b>1,538</b>
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	0	241	241	100.0	229	367	138	37.6	928	928
Supplies & Materials	0	120	120	100.0	238	262	24	9.2	579	579
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	8	8	100.0	12	17	5	30.3	31	31
<b>Total Expenditures</b>	<b>0</b>	<b>369</b>	<b>369</b>	<b>100.0</b>	<b>479</b>	<b>646</b>	<b>167</b>	<b>25.9</b>	<b>1,538</b>	<b>1,538</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>\$0</b>	<b>\$68</b>	<b>(\$68)</b>	<b>(100.0)</b>	<b>\$329</b>	<b>\$247</b>	<b>\$82</b>	<b>33.2</b>	<b>(\$0)</b>	<b>(\$0)</b>

BALANCE SHEET

ASSETS	04/30/15	06/30/14	04/30/14	FUND BALANCES	04/30/15	06/30/14	04/30/14
Cash / Investments	\$70,626	\$50,814	\$39,495	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	2,459	21,618	3,403	Severance	203	203	391
Accounts / Interest Receivable	90	105	96	Nonspendable Inventory	134	134	97
Due from Other Funds	0	165	0	Nonspendable Prepaids	108	108	179
Due from Other MN Districts	0	1,023	0	Staff Development	0	0	0
Due From MDE	7,731	7,959	11,127	Reemployment comp	0	0	0
Due From Federal thru MDE	58	1,997	0	Basic skills	0	0	231
Due From Federal - Direct	0	812	0	Learning development	0	0	0
Due from Other Governments	0	89	0	Desegregation	0	0	293
Inventory	194	203	348	Gifted and Talented	0	0	0
Prepaids	65	134	119	Pupil Transportation Safety	0	0	0
				ECFE	212	212	202
Total Assets	<u>\$81,223</u>	<u>\$84,916</u>	<u>\$54,588</u>	Community Education	350	350	359
				Community Services	220	220	27
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$ 4,400	\$ 22,000	\$ 22,000	Facilities	4,243	4,243	2,709
Accrued Interest Payable	0	0	0	Alternative facilities	1,988	1,988	7,145
Salaries Payable	660	12,130	376	Restricted Programs	67	67	0
Accounts Payable	71	1,554	464	Bond Refunding	0	0	0
Due to Other Funds	0	165	0	Endowment	1,625	1,821	1,647
Due to Other MN Districts	0	87	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Severance-Insurance Prem	3,698	3,698	3,682
Claims Payable	174	168	167	Area Learning Center	22	22	0
Deferred Revenue	700	1,060	1,528	Designated for:			
Taxes Levied for Subsequent Yr.	31,729	31,729	22,151	Textbooks	795	795	502
Property tax shift	0	(0)	(18)	Carryovers	169	169	13
				Operating Capital	0	0	69
Total Liabilities	<u>\$37,734</u>	<u>\$68,892</u>	<u>\$46,668</u>	Referendum	0	0	0
				Undesignated	29,655	1,994	(9,626)
				Total Fund Balance	<u>\$43,489</u>	<u>\$16,024</u>	<u>\$7,920</u>
				Liabilities & Fund Balance	<u>\$81,223</u>	<u>\$84,916</u>	<u>\$54,588</u>

BALANCE SHEET

ASSETS	04/30/15	06/30/14	04/30/14	FUND BALANCES	04/30/15	06/30/14	04/30/14
Cash / Investments	\$25,548	\$33,960	\$43,284	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	(9,747)	9,411	(6,590)	Severance	79	79	106
Accounts / Interest Receivable	20	7	29	Nonspendable Inventory	128	128	92
Due from Other Funds	0	0	0	Nonspendable Prepaids	108	108	179
Due from Other MN Districts	0	1,023	0	Staff Development	0	0	0
Due From MDE	7,365	7,406	10,611	Reemployment comp	0	0	0
Due From Federal thru MDE	0	1,917	0	Basic skills	0	0	231
Due From Federal - Direct	0	114	0	Learning development	0	0	0
Due from Other Governments	0	89	0	Integration	0	0	293
Inventory	82	79	127	Gifted and Talented	0	0	0
Prepaids	65	128	111	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$23,333	\$54,134	\$47,572	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	4,796	4,744	15,871
Total Liabilities	\$14,334	\$45,187	\$27,118				
				Total Fund Balance	\$9,000	\$8,947	\$20,454
				Liabilities & Fund Balance	\$23,333	\$54,134	\$47,572

BALANCE SHEET

Duluth Public Schools - ISD #709  
 April 15  
 Food Service Fund

ASSETS	04/30/15	06/30/14	04/30/14	FUND BALANCES			
	\$1,087	\$993	\$948	Reserved for:	04/30/15	06/30/14	04/30/14
Cash / Investments	0	0	0	Severance	\$0	\$0	\$0
Taxes & Credits Receivable	8	0	10	Nonspendable Inventory	121	121	100
Accounts / Interest Receivable	0	0	0	Nonspendable Prepaids	1	1	1
Due from Other Funds	0	0	0	Staff Development	0	0	0
Due from Other MN Districts	0	0	0	Reemployment comp	0	0	0
Due From MDE	0	0	0	Basic skills	0	0	0
Due From Federal thru MDE	58	58	0	Learning development	0	0	0
Due From Federal - Direct	0	0	0	Desegregation	0	0	0
Due from Other Governments	0	0	0	Gifted and Talented	0	0	0
Inventory	113	121	46	Pupil Transportation Safety	0	0	0
Prepaids	0	1	1	ECFE	0	0	0
<b>Total Assets</b>	<b>\$1,266</b>	<b>\$1,173</b>	<b>\$1,005</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	177	20	171	Restricted Programs	0	0	0
Accounts Payable	6	73	4	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	961	957	729
Property tax shift	0	0	0	<b>Total Fund Balance</b>	<b>\$1,083</b>	<b>\$1,080</b>	<b>\$830</b>
<b>Total Liabilities</b>	<b>\$183</b>	<b>\$93</b>	<b>\$175</b>	<b>Liabilities &amp; Fund Balance</b>	<b>\$1,266</b>	<b>\$1,173</b>	<b>\$1,005</b>

April 15  
Transportation Fund

BALANCE SHEET

	FUND BALANCES			
	04/30/15	06/30/14	04/30/14	04/30/14
<b>ASSETS</b>				
Cash / Investments	(\$3,180)	(\$1,649)	(\$2,874)	
Taxes & Credits Receivable	0	0	0	\$0
Accounts / Interest Receivable	24	78	17	3
Due from Other Funds	0	0	0	0
Due from Other MN Districts	0	0	0	0
Due From MDE	24	24	48	0
Due From Federal thru MDE	0	0	0	0
Due From Federal - Direct	0	0	0	0
Due from Other Governments	0	0	0	0
Inventory	(0)	3	(5)	0
Prepays	0	0	3	0
<b>Total Assets</b>	<b>(\$3,132)</b>	<b>(\$1,544)</b>	<b>(\$2,811)</b>	
<b>LIABILITIES</b>				
Tax and Aid Anticipation Payable	\$0	\$0	\$0	0
Accrued Interest Payable	0	0	0	0
Salaries Payable	423	32	425	0
Accounts Payable	5	222	11	0
Due to Other Funds	0	0	0	0
Due to Other MN Districts	0	0	0	0
Due to Other Governments	0	0	0	0
Claims Payable	0	0	0	0
Deferred Revenue	0	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	0
Property tax shift	0	0	0	0
<b>Total Liabilities</b>	<b>\$428</b>	<b>\$254</b>	<b>\$436</b>	
<b>Reserve for:</b>				
Severance	\$0	\$0	\$0	\$0
Nonspendable Inventory	3	3	3	3
Nonspendable Prepays	0	0	0	0
Staff Development	0	0	0	0
Reemployment comp	0	0	0	0
Basic skills	0	0	0	0
Learning development	0	0	0	0
Desegregation	0	0	0	0
Gifted and Talented	0	0	0	0
Pupil Transportation Safety	0	0	0	0
ECFE	0	0	0	0
Community Education	0	0	0	0
Community Services	0	0	0	0
Operating Capital	0	0	0	0
Facilities	0	0	0	0
Alternative facilities	0	0	0	0
Restricted Programs	0	0	0	0
Escrow Account	0	0	0	0
Endowment	0	0	0	0
Encumbrances	0	0	0	0
Designated for:				
Textbooks	0	0	0	0
Operating Capital	0	0	0	0
Undesignated	(3,563)	(1,801)	(3,250)	(3,250)
<b>Total Fund Balance</b>	<b>(\$3,560)</b>	<b>(\$1,798)</b>	<b>(\$3,247)</b>	
<b>Liabilities &amp; Fund Balance</b>				
	<b>(\$3,132)</b>	<b>(\$1,544)</b>	<b>(\$2,811)</b>	

BALANCE SHEET

ASSETS	04/30/15	06/30/14	04/30/14	FUND BALANCES	04/30/15	06/30/14	04/30/14
Cash / Investments	\$553	\$974	(\$42)	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	605	605	636	Severance	0	0	0
Accounts / Interest Receivable	1	4	29	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays	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
Prepays	0	5	4	Pupil Transportation Safety	0	0	0
				ECFE	212	212	202
Total Assets	<u>\$1,287</u>	<u>\$2,622</u>	<u>\$813</u>	Community Education	350	350	359
				Community Services	220	220	27
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	553	446	556	Restricted Programs	67	67	0
Accounts Payable	8	116	5	Escrow Account	0	0	0
Due to Other Funds	0	51	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	47	125	61	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	1,030	1,030	575	Undesignated	(1,204)	0	(967)
Property tax shift	0	0	(9)				
Total Liabilities	<u>\$1,637</u>	<u>\$1,768</u>	<u>\$1,188</u>	Total Fund Balance	<u>(\$350)</u>	<u>\$854</u>	<u>(\$375)</u>

Liabilities & Fund Balance	<u>\$1,287</u>	<u>\$2,622</u>	<u>\$813</u>
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BALANCE SHEET

ASSETS	04/30/15	06/30/14	04/30/14	FUND BALANCES	04/30/15	06/30/14	04/30/14
Cash / Investments	\$5,129	\$6,611	\$5,837	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	17	17	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
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$5,146</u>	<u>\$6,628</u>	<u>\$5,860</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	8	7	11	Restricted Programs	0	0	0
Accounts Payable	21	390	1	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Textbooks	0	0	0
Claims Payable	0	0	0	Operating Capital	0	0	0
Deferred Revenue	0	0	0	Undesignated	(1,115)	0	(4,006)
Taxes Levied for Subsequent Yr.	0	0	0				
Property tax shift	0	0	0	Total Fund Balance	<u>\$5,117</u>	<u>\$6,231</u>	<u>\$5,848</u>
Total Liabilities	<u>\$29</u>	<u>\$397</u>	<u>\$12</u>				
				Liabilities & Fund Balance	<u>\$5,146</u>	<u>\$6,628</u>	<u>\$5,860</u>

BALANCE SHEET

ASSETS	04/30/15	06/30/14	04/30/14	FUND BALANCES	04/30/15	06/30/14	04/30/14
Cash / Investments	\$40,304	\$11,079	(\$5,730)	Reserved for:	\$0	\$0	\$0
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 Prepaids	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
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b>\$52,102</b>	<b>\$22,876</b>	<b>\$3,884</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	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	31,138	1,910	(13,526)
Property tax shift	0	0	0				
<b>Total Liabilities</b>	<b>\$20,964</b>	<b>\$20,966</b>	<b>\$17,410</b>	<b>Total Fund Balance</b>	<b>\$31,138</b>	<b>\$1,910</b>	<b>(\$13,526)</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>\$52,102</b>	<b>\$22,876</b>	<b>\$3,884</b>

BALANCE SHEET

ASSETS	04/30/15	06/30/14	04/30/14	FUND BALANCES	04/30/15	06/30/14	04/30/14
Cash / Investments	\$1,610	\$1,641	\$1,638	Reserved for:	\$0	\$0	\$0
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 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	\$1,625	\$1,821	\$1,647	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	1,647
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	\$0	\$0	\$0	Total Fund Balance	\$1,625	\$1,821	\$1,647
				Liabilities & Fund Balance	\$1,625	\$1,821	\$1,647

BALANCE SHEET

ASSETS	04/30/15	06/30/14	04/30/14	FUND BALANCES	04/30/15	06/30/14	04/30/14
Cash / Investments	\$234	\$156	\$158	Reserved for:	\$0	\$0	\$0
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 Prepaids	0	0	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Reemployment comp	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$235</u>	<u>\$157</u>	<u>\$159</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	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	235	9	169
Property tax shift	0	0	0				
Total Liabilities	<u>\$0</u>	<u>\$148</u>	<u>(\$10)</u>	Total Fund Balance	<u>\$235</u>	<u>\$9</u>	<u>\$169</u>
				Liabilities & Fund Balance	<u>\$235</u>	<u>\$157</u>	<u>\$159</u>

## BALANCE SHEET

ASSETS	04/30/15	06/30/14	04/30/14	FUND BALANCES		04/30/15	06/30/14	04/30/14
Cash / Investments	\$1,412	\$1,083	\$1,342	Reserved for:		\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance		0	0	0
Accounts / Interest Receivable	0	0	0	Nonspendable Inventory		0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepays		0	0	0
Due from Other MN Districts	0	0	0	Staff Development		0	0	0
Due From MDE	0	0	0	Reemployment comp		0	0	0
Due From Federal thru MDE	0	0	0	Basic skills		0	0	0
Due From Federal - Direct	0	0	0	Learning development		0	0	0
Due from Other Governments	0	0	0	Desegregation		0	0	0
Inventory	0	0	0	Gifted and Talented		0	0	0
Prepays	0	0	0	Pupil Transportation Safety		0	0	0
				ECFE		0	0	0
<b>Total Assets</b>	<b>\$1,412</b>	<b>\$1,083</b>	<b>\$1,342</b>	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		1,412	1,083	1,342
<b>Total Liabilities</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>Total Fund Balance</b>		<b>\$1,412</b>	<b>\$1,083</b>	<b>\$1,342</b>
				<b>Liabilities &amp; Fund Balance</b>		<b>\$1,412</b>	<b>\$1,083</b>	<b>\$1,342</b>





**ISD #709 - Duluth Public Schools  
ACH & Wire Transfer Summary  
Period Ending 04/30/2015**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
04/10/2015	V106466	CITISTREET FOR MSRS	138,767.82
04/10/2015	V79764	DULUTH FEDERATION OF TEA	24,062.02
04/10/2015	V107231	DULUTH TEACHERS CREDIT	8,048.28
04/10/2015	V79711	DULUTH TEACHERS RETIRE EFT	257,434.19
04/10/2015	V106637	EBC - FLEX EFT	10,797.70
04/10/2015	V106636	EBC - TSA EFT	77,461.73
04/10/2015	V79771	EDUCATION MN CLERICAL	1,224.44
04/10/2015	V102915	FEDERAL 941 PR TAXES	585,906.24
04/10/2015	V108066	MG TRUST	121,785.63
04/10/2015	V05173	MN CHILD SUPPORT EFT	2,981.64
04/10/2015	V102916	MN STATE PR TAXES	97,737.89
04/10/2015	V79708	PUBLIC EMPLOYEES RETIREMENT	95,487.42
04/10/2015	V79704	U S BANK - PY DIRECT DEPOSIT	1,532,860.87
04/24/2015	V79764	DULUTH FEDERATION OF TEA	23,989.91
04/24/2015	V107231	DULUTH TEACHERS CREDIT	7,998.28
04/24/2015	V79711	DULUTH TEACHERS RETIRE EFT	255,031.25
04/24/2015	V106637	EBC - FLEX EFT	10,797.70
04/24/2015	V106636	EBC - TSA EFT	78,049.63
04/24/2015	V79771	EDUCATION MN CLERICAL	1,207.27
04/24/2015	V102915	FEDERAL 941 PR TAXES	551,973.35
04/24/2015	V108066	MG TRUST	122,577.25
04/24/2015	V05173	MN CHILD SUPPORT EFT	2,694.76
04/24/2015	V102916	MN STATE PR TAXES	91,971.25
04/24/2015	V79708	PUBLIC EMPLOYEES RETIREMENT	78,476.97
04/24/2015	V79704	U S BANK - PY DIRECT DEPOSIT	1,437,492.33
04/29/2015	V06645	MEDICA HEALTH PLAN (EFT)	171,618.20
04/29/2015	V106638	PEIP - HLTH EFT	1,170,094.74
04/29/2015	V80030	DELTA DENTAL PLAN OF MN(EFT)	58,350.87
04/29/2015	V104923	HARRIS BANK	46,018.32
04/29/2015	V100499	MN DEPT OF REVENUE EFT	120.00
			7,063,017.95

**ISD 709 – Duluth Public Schools  
GF Investment Activity for FY 2015  
As of April 30, 2015**

**Beginning Investment Balance** (March 31, 2015): \$ **1,162,584.95**

**Add Purchases:**

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
04/17	1 <sup>st</sup> Source Bank (IN)	MBS	05/22/15	0.20%	249,000.00
04/21	Cedar Rapids Bk & Tr (IA)	MBS	09/28/15	0.25%	245,000.00

**Total Purchases** \$ **494,000.00**

**Deduct Maturities/Calls/Sales:**

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

**Other items:**

Add:	Money Market Funds Interest	\$	98.05
	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** \$ **98.05**

**Ending Investment Balance** (April 30, 2015) \$ **1,656,683.00**

Note: Ending Investment Balance as of April 30, 2014 was \$12,925,285.89

**Duluth Public Schools-ISD 709**  
**WADM Projection Report - FY 2015**  
**Jun-15**

<b>Grade Levels</b>	<b>Jun Enrollment</b>	<b>Progression to ADM</b>	<b>Projected ADM</b>	<b>PUW</b>	<b>Projected WADM</b>	<b>EOY PU 1314</b>
KG	617.00	1.0036454020	619.25	1.00	619.25	<b>668.79</b>
HK	69.00	0.9887541200	68.22	1.00	68.22	<b>80.61</b>
Gr 1-3	1959.00	0.9895125490	1938.46	1.00	1938.46	<b>1956.70</b>
Gr 4-6	1774.00	0.9856957288	1748.62	1.00	1748.62	<b>1718.09</b>
Gr 7-8	1169.00	0.9780614249	1143.35	1.20	1372.02	<b>1426.21</b>
Gr 9-12	2692.65	0.9775707529	2632.26	1.20	3158.71	<b>3187.70</b>
<b>Sub-Total</b>	<b>8280.65</b>				<b>8905.28</b>	<b>9038.11</b>

**Other WADM Generators**

<b>Early Childhood</b>	<b>Jun Enrollment</b>	<b>Progression to ADM</b>	<b>Projected ADM</b>	<b>PUW</b>	<b>Projected WADM</b>	<b>EOY PU 1314</b>
	259	0.385431859	99.83	1.000	<b>99.83</b>	<b>83.09</b>

**Early Childhood Details**

	<b>Final Count</b>	<b>June 1 Count</b>	<b>Final ADM</b>
11-12	432	258	94.8
12-13	344	238	91.75
13-14	368	206	83.09
14-15*		259	99.83

**Resident Tuition\*\***

**Resident Tuition Details**

	<b>Total WADM</b>	
11-12	54.15	46.36
12-13	48.46	
13-14	36.47	
14-15*	46.36	

**ALC**

**ALC Details\*\***

	<b>Total WADM</b>	
11-12	285.78	265.87
12-13	273.97	
13-14	237.86	
14-15*	265.87	

**Projected Total WADM**

**Budgeted WADM**

**Net**

<b>9005.11</b>	<b>9121.20</b>
9213.32	
-208.21	

\* Projected

\*\*Included in Grade Level Projections

**MEMORANDUM**

To: Bill Hanson, CFO/Executive Director of Business Services

From: Tony Kelekovich,<sup>TK</sup> Supervisor of Purchasing

Subject: Bid-1242 Food Requirements

Date: May 27, 2015

Bid requests for Food Requirements were advertised and sent to seven (7) known vendors for supplying district-wide food requirements for the period July 1, 2015 through June 30, 2017. ISD 709 reserves the right to renew for an additional two (2) year period, July 1, 2017 through June 30, 2019 by mutual agreement.

One (1) response was received from Upper Lakes Foods.

It is recommended that the bid as submitted by Upper Lakes Foods, in the amount of \$539,000.50 be accepted. (See the attached letter from Child Nutrition.) This amount reflects a representative price for fifty-four (54) market basket (high usage) items that were bid.

The amount of \$539,000.50 will be part of an estimated total annual expenditure of \$1,680,000.00 for food requirements.

**Fund:** 02-770-(site)-701-000-149001

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

**Program:** Child Nutrition

**INDEPENDENT SCHOOL DISTRICT NO. 709****VENDOR LIST/RECAP****BID 1242****FOOD REQUIREMENTS**

Food Services of America Fargo ND	No Response
Indianhead Foodservice Distributor Eau Claire WI	No Response
Performance Foodservice/Roma of Minnesota Rice MN	No Response
Reinhart Foods Rosemont IL	No Bid
Sysco Minnesota Brule WI	No Response
<b>Upper Lakes Foods, Inc. Cloquet MN</b>	<b>\$ 539,000.50</b>
U.S. Foods Plymouth MN	No Bid

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

**MEMORANDUM**

To: Tony Kelekovich, Supervisor Purchasing  
From: Pamela Bowe, R.D.L.D. Supervisor Child Nutrition  
Subject: Bid-1242 Food Requirements  
Date: May 27, 2015

Bid-1242 Food Requirements was sent to the following companies: Food Services of America, Indianhead Foodservice Distributor, Performance Foodservice/Roma of Minnesota, Reinhart Foods, Sysco Minnesota, Inc., Upper Lakes Foods Inc., and U.S. Foods.

U.S. Foods and Reinhart Foods notified the Child Nutrition Department that they were not going to submit completed bids at this time.

One bid was received from Upper Lakes Foods, Cloquet, MN.

Distributors were asked to complete pricing on fifty-four (54) market basket items that would be purchased next year. The list of products with dollar amounts was calculated.

Upper Lakes Foods      \$539,000.50

For our budgeting purposes, the total estimated purchasing cost of all groceries is \$35,000 weekly. Actual purchasing weeks are approximately forty-eight (48). This makes the estimated total annual value of the bid at \$1,680,000.00.

The recommendation is to award the bid to Upper Lakes Foods, Cloquet, MN.

The Child Nutrition Department continues to strive to find the lowest cost on goods while still providing the highest quality products as well as buying local when available. The Child Nutrition Department is also a member of the MSFBA (the Minnesota School Foodservice Buying Association) which is a group of school districts that have organized to utilize their group buying power to achieve better pricing on select products for the school meals program.

**MEMORANDUM**

To: Bill Hanson, CFO/Executive Director of Business Services  
From: <sup>TK</sup> Tony Kelekovich, Supervisor of Purchasing  
Subject: RFP-301 Copier Service Contract  
Date: May 26, 2015

Requests for copier service proposals were advertised in the Duluth News Tribune and sent to four (4) known service providers and one (1) other requestor.

This service contract is district wide and covers approximately forty-one (41) copiers from Canon and Konica Minolta of various ages, speeds, and production volume. The number of copies used to calculate costs was an estimate of 6,197,000 for the period July 1, 2014 through June 30, 2015.

One (1) response was received by Great Lakes Office Solutions in the estimated annual amount of \$30,465.30.

Great Lakes Office Solutions has provided this service for the past fifteen (15) years and has met or exceeded all criteria expectations.

Payment for service at each site/program will be made through the 1350.02 (copier maintenance code) in each budget.

This contract shall cover the period July 1, 2015 through June 30, 2019 with annual renewals by mutual agreement. Annual price increases will be in accordance with the Consumer Price Index for the Midwest Urban Region and will be set from this basis.

VENDOR LIST/RECAP

RFP-301

COPIER SERVICE CONTRACT

ERC  
Whitehouse Station NJ

No Response

**Great Lakes Office Solutions  
Superior WI**

**\$ 30,465.30**

Marco  
St Cloud MN

No Proposal Submitted  
Age of copiers to be serviced was noted as the reason.

Shel/Don Reproduction Centre  
Duluth MN

No Response

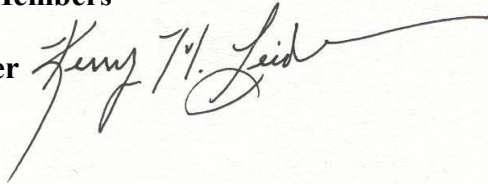
Superior Business Solutions  
Duluth MN

No Response

# Memorandum

**To:** Bill Hanson  
School Board Members

**From:** Kerry M. Leider



**Date:** May 28, 2015

**Re:** Quote #4211 – Re-keying Door Hardware

Quotes were solicited from two contractors for re-keying the door hardware at Historic Old Central High School, Homecroft, Lakewood, Lowell and Stowe elementary schools. Two quotes were received in response to the School District's request for quotes. Sell Hardware, Inc., 1117 South 27<sup>th</sup> Avenue West, Duluth, MN submitted the lowest responsible quote with an estimated value of \$91,835.00.

**Recommendation:**

It is recommended the Duluth School Board approve the contract with Sell Hardware, Inc. to complete the work defined in Quote #4211 – Re-keying Door Hardware for a total estimated amount of \$91,835.00.

Attached please find the Quote Tab for your reference.

Attachment

**QUOTE TABULATION**  
**RE-KEYING DOOR HARDWARE**

QUOTE #4211

Thursday, May 28, 2015, 2:00 p.m.

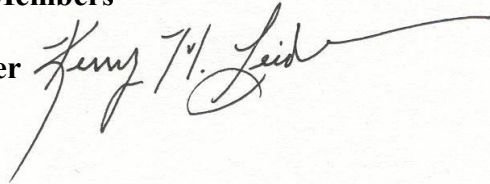
<i>Item Description</i>	<i>Count</i>	<b>Northern Door &amp; Hardware</b>		<b>Sell Hardware</b>			
Classroom Security Lock ND95	216	\$70,632.00	\$327.00	\$66,485.00	\$307.80		
Standard Cylindrical Lock Cylinder	392	\$17,698.80	\$45.15	\$14,600.00	\$37.25		
ND80RD Primus FSIC	6	\$1,704.00	\$284.00	\$1,560.00	\$260.55		
Rim Cylinder	121	\$6,219.40	\$51.40	\$5,230.00	\$43.25		
B562P Deadbolt	2	\$154.00	\$77.00	\$135.00	\$68.00		
Mortise Cylinder	4	\$198.00	\$49.50	\$180.00	\$45.10		
Primus FSIC	25	<b>\$1,659.60</b>	<b>\$69.15</b>	\$2,515.00	\$100.65		
Primus FSIC Core	2	\$237.30	\$118.65	\$135.00	\$67.55		
Cylinder with AR Type Cam	5	\$247.50	\$49.50	\$205.00	\$41.40		
Primus FSIC Rim Cylinder	3	\$579.00	\$193.00	\$275.00	\$91.75		
ND80 Lockset	2	\$498.00	\$249.00	\$465.00	\$232.55		
ND53RD Primus FSIC			\$284.00		\$260.55		
Short Tailpiece	40	\$28.00	\$0.70	\$25.00	\$0.65		
Long Tailpiece	40	\$28.00	\$0.70	\$25.00	\$0.65		
<b>TOTAL AMOUNT OF QUOTE</b>		<b>\$99,883.60</b>		<b>\$91,835.00</b>			

Delivery (weeks)	4 - 6 weeks	6 weeks	
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# Memorandum

**To: Bill Hanson  
School Board Members**

**From: Kerry M. Leider**



**Date: June 5, 2015**

**Re: Quote #4201-1 – Annual Elevator Service**

Quotes were solicited from four contractors for the district-wide annual elevator service. Two quotes were received in response to the School District's request for quotes. Schindler Elevator Corporation submitted the lowest responsible quote with an estimated value of \$30,044.50.

**Recommendation:**

It is recommended the Duluth School Board approve the contract with Schindler Elevator Corporation to complete the work defined in Quote #4201-1 – Annual Elevator Service for a total estimated amount of \$30,044.50.

Attached please find the Quote Tab for your reference.

Attachment

**QUOTE TABULATION**  
**ANNUAL ELEVATOR SERVICE**  
for the period of July 1, 2015 through June 30, 2016  
QUOTE #4201-1  
Thursday, June 4, 2015, 2:00 p.m.

**INSPECTION SERVICES****Minnesota Elevator****Schindler Elevator**

1	Congdon Park ES	\$1,014.72	\$450.00
2	Congdon Park ES (lift)	\$541.20	\$396.00
3	Denfeld HS	\$1,014.72	\$450.00
4	Denfeld HS	\$1,014.72	\$444.00
5	East HS	\$1,014.72	\$486.00
6	HOCHS	\$1,014.72	\$450.00
7	Homecroft ES	\$676.56	\$450.00
8	Laura MacArthur ES	\$676.56	\$486.00
9	Lester Park ES	\$676.56	\$486.00
10	Lincoln Park MS	\$1,014.72	\$486.00
11	Morgan Park (closed)	\$1,014.72	\$450.00
12	Meyers Wilkins ES	\$1,014.72	\$444.00
13	Nettleton (west/closed)	\$676.56	\$450.00
14	Nettleton (east/closed)	\$1,014.72	\$450.00
15	Ordean East MS (south)	\$1,014.72	\$450.00
16	Ordean East MS (north)	\$1,014.72	\$450.00
17	Piedmont ES	\$676.56	\$444.00
18	STC Main Campus (closed)	\$1,014.72	\$450.00
<b>1A Total Amount of Inspection</b>		<b>\$16,100.64</b>	<b>\$8,172.00</b>

**HOURLY SERVICES**

regular    total amount    overtime    holiday    regular    total amount    overtime    holiday

Mechanic in Charge (50)	\$180.00	\$9,000.00	\$295.00	\$355.00	<b>\$146.25</b>	<b>\$7,312.50</b>	\$248.63	\$292.50
Mechanic (50)	\$180.00	\$9,000.00	\$295.00	\$355.00	<b>\$130.00</b>	<b>\$6,500.00</b>	\$221.00	\$260.00
Apprentice 4th Year (20)	\$150.00	\$3,000.00	\$265.00	\$325.00	<b>\$104.00</b>	<b>\$2,080.00</b>	\$176.80	\$208.00
Apprentice 3rd Year (20)	\$150.00	\$3,000.00	\$265.00	\$325.00	<b>\$91.00</b>	<b>\$1,820.00</b>	\$154.70	\$182.00
Apprentice 2nd Year (20)	\$150.00	\$3,000.00	\$265.00	\$325.00	<b>\$78.00</b>	<b>\$1,560.00</b>	\$132.60	\$156.00
Apprentice 1 st Year (20)	\$150.00	\$3,000.00	\$265.00	\$325.00	<b>\$65.00</b>	<b>\$1,300.00</b>	\$110.50	\$130.00
Probation Apprentice (20)	\$150.00	\$3,000.00	\$265.00	\$325.00	<b>\$65.00</b>	<b>\$1,300.00</b>	\$110.50	\$130.00
Helper (20)	\$150.00	\$3,000.00	\$265.00	\$325.00	<i>na</i>	<i>na</i>	<i>na</i>	<i>na</i>
<b>1B Total Amount of Labor</b>	<b>\$36,000.00</b>				<b>\$21,872.50</b>			

**TOTAL ANNUAL AMOUNT OF QUOTE****\$52,100.64****\$30,044.50**

## 9115 - School Board Elections

School Board elections shall be held bi-annually, per applicable election laws, in conjunction with the general elections in November in ~~even-odd~~ numbered years.

Reference: Chapter 699. Laws of Minnesota 1969

Adopted: 06-09-1970 ISD 709

Revised: 06-08-1976

06-20-1995 ISD 709

05-19-2015 ISD 709

06-16-2015 ISD 709

### **3136R - Expenses - Travel In-District, In-State, and Out-of-State**

All employees must complete the appropriate forms, including a Professional Leave Request Form, when claiming and applying for expenses under Policy 3136. All travel including in and out of town workshops and seminars must be approved in advance by the appropriate supervisor. The approval must be evidenced on a Professional Leave Request Form, if applicable. All travel must be within the budgets established by the School Board. Travel costs shall be incurred in such a manner that actual dollar costs and employee time are minimized. Meal reimbursements are limited to the per diem rates of (\$25) per day for in-state travel and twenty-seven dollars (\$27) per day for out-of state travel. All reimbursement requests must be claimed within a reasonable period of time. All requests must be submitted within 60 days after they were paid or were incurred to be reimbursed by the District. Any excess advances must be returned to the District within 30 days after the date the expense was paid or incurred.

#### Out-of-State Travel

All out-of-state travel must be germane to the School District's mission and approved by the Superintendent or designee. Out-of-state travel must be approved by the Superintendent or designee at least two weeks in advance, unless some sort of an approvable emergency arises. All arrangements for air travel must be coordinated by the Business Services' Secretary. A minimum of a 21-day advance purchase is required for all air travel. Only coach travel is permissible unless the difference between first class and coach fare is (1) pre-paid by the employee, Board member or community member, (2) is required by law, or (3) is less costly than a 21-day advance coach fare. According to Minnesota State Statute 15.435 "Whenever public funds are used to pay for airline travel by an elected official or public employee, any credits or other benefits issued by any airline must accrue to the benefit of the public body providing the funding". Therefore, all air travel rewards/credits shall be credited to an account set up for the individual through the District. All District related travel credits must be credited to the individuals District account, and once a reward is earned the reward can be used for District related travel only.

#### Travel Expenses/Reimbursement

Reimbursement rates for travel shall be within Board adopted or amended budget guidelines and travel shall be at the most reasonable rate. Registration fees and banquet events shall be at actual costs. All costs must be reasonable and necessary. If a conference or seminar has an agenda, a copy of that agenda is to be attached to the Reimbursement Request. Reimbursements for meals are limited to the following amounts:

#### Meal Limitations (Effective July 1, 2015)

	<u>In-State Per Diem Rate</u>	<u>Out-of-State</u>
Breakfast <u>up to</u>	<del>\$5.00</del> <u>\$7.00</u>	<del>\$ 5.00</del>
Lunch <u>up to</u>	<del>\$7.00</del> <u>\$10.00</u>	<del>\$ 7.00</del>
Dinner <u>up to</u>	<del>\$13.00</del> <u>\$21.00</u>	<del>\$15.00</del>
	<del>\$25.00</del> <u>\$38.00 per day</u>	<del>\$27.00 per day</del>

An employee may not claim reimbursement for breakfast unless the employee was required to leave home before 6:00 a.m. or to be away from home overnight. An employee may not claim reimbursement for lunch unless the employee has traveled more than thirty-five (35) miles from the employee's regular or temporary workstation. An employee may not claim

reimbursement for dinner unless the employee was still in a travel status after 7:00 p.m. or away from home overnight. If an employee is claiming reimbursement for a meal, the employee must indicate the starting and ending time of the travel.

#### Travel Expenses/Reimbursement

Limousine, bus service, taxi, or car rental must be at the most reasonable or efficient convenient rate that can be demonstrated. Parking receipts must be submitted with vouchers. Allowance for use of private vehicle is to reflect the current IRS approved reimbursement rate. Because it is possible that the rate may change within a reimbursement period, it is the employees responsibility to ensure the reimbursement is submitted at the proper rate/rates. The District reserves the right to establish an effective date different than the IRS effective date. District reimbursement rates and the effective dates will be posted on the District web site. The employee must provide actual odometer readings or use the mileage allowed per the District's official mileage charts.

MILEAGE REIMBURSEMENT RATES	
Effective Date	Rate
February 1, 2009 - January 1, 2015	\$ 0.55
<b>February 1, 2009 - Current</b>	<b>\$ 0.575</b>

The employee must submit airline travel credits (i.e. mileage, etc.) or other benefits (i.e. monetary vouchers for future travel, etc.) earned to the Business Services' Secretary within 14 days of the date of the return. A brief explanation of the reason for receiving the credit or benefit must be attached. Long distance business-related telephone calls or other identified incidental expenses necessary for business purposes must be verified for appropriateness.

#### In-District Meals and Refreshments

For an in-district meal or refreshment expenditure to be reimbursable to an employee or paid directly to a vendor, it must meet the criteria of being necessary, reasonable, and must directly serve a public purpose. Meal and meeting expenditures that are allowable consist of the following:

1. A meal expenditure may be permissible if only a breakfast, noon, or dinner meeting is possible and participants from outside of the School District are available only at that time.
2. A meal is provided at a training session and the session is conducted throughout the reasonable meal time.
3. A meal is available in lieu of overtime pay.
4. Coffee, soft drinks and/or juices and snacks are permissible for staff meetings.
5. A meal is reimbursable to an administrator or Board member if the meal is the product of an organization, other than the district itself, and attendance is necessarily beneficial to the School District and such benefits could not be obtained other than by attending the meal itself.
6. A meal is provided in lieu of hiring a substitute teacher.
7. Modest refreshments such as coffee, soft drinks, and/or juices and snacks may be provided at functions where members of the general public are in attendance.
8. Individuals who are not District employees are not entitled to travel expenses such as meals, lodging, or transportation unless prior approval has been given by the Superintendent or the appropriate director.
9. A modest meal can be provided students, parents, and staff if part of a school or District sponsored educational event or activity.

10. Reasonable transportation and childcare expenses may be permissible for parents who may otherwise not be able to attend an educational event or activity at their son/daughter's school or program. The expenditure would require prior approval by the building principal or program administrator and would be paid to the service provider upon proper documentation.
11. If the budget for a program or grant which includes specific funding for parent or community involvement is approved by the Board and a State Agency, the expenditure of such funds is appropriate and can be approved by the administrator responsible for the program or grant.
12. The Chair of the School Board shall have the prerogative to determine if a meal is needed for a Board meeting, committee meeting, or inservice meeting.
13. All expenditures for meals other than the twelve listed above are the personal responsibility of the School District employee who incurred the expense.

The Superintendent may grant exceptions to these general rules based on need to attend and availability of funds.

Approved: 06-09-1970 ISD 709

Revised: 04-20-1976  
 10-09-1979  
 08-14-1984  
 08-11-1987  
 11-13-1990  
 01-18-1994  
 03-21-1995  
 06-20-1995  
 02-17-1998  
 03-21-2000  
 07-17-2001  
 10-19-2004  
 06-21-2005  
 10-18-2005  
 01-01-2007  
 01-20-2009  
03-18-2015 ISD 709

**ISD 709 Duluth Public Schools  
Property / Casualty Insurance  
Risk Management Services  
Executive Summary for 2015 Renewal**

I. 2014 Key Accomplishments – Total Cost of Risk

- Replacing Liberty Mutual with Riverport for Property/Liability/Auto/Umbrella/E&O insurance effective 8/1/2014 achieved premium savings for the district in excess of \$175,000
- Implementing \$2500 Medical Only Deductible for Workers Compensation with RAS effective 8/1/2014 has achieved year to date savings of \$150,697 (Premium savings of \$181,337 - \$30,640 of year to date deductible expense)
- Total program savings (all lines of p/c insurance ) - \$325,697
- Added a more comprehensive Cyber Liability insurance program to improve coverage in this area for the district in 2014
- Marsh & McLennan Agency has access to all viable insurance carriers currently writing public school districts in Minnesota. We continue to monitor market conditions and when it makes sense, review other options for the district as market conditions dictate. For 8/1/2015 renewal, we do not anticipate adverse renewal offers from the in-force insurance carriers. Since coverage just moved to a new carrier last year, we recommend remaining with current carriers that are in place.

II. Current risk management service initiatives and key areas to explore for further consideration

- Evaluate nurse triage program coming soon from Work Comp carrier (RAS). Evaluate the district's 1<sup>st</sup> report of injury packet and information injured employees bring with to treating physician. Make sure treating physician is aware of ISD 709's return to work policy.
- Continue to engage risk management resources available through Marsh & McLennan Agency, Riverport, and RAS to drive total cost of risk in favorable direction
- Continue quarterly Work Comp and Liability claim reviews with Marsh & McLennan Agency including Work Comp experience mod audit and check for accuracy
- Explore possibility of implementing pre-employment physicals for job classifications that are driving work comp loss history

- Consider RAS's training on preventing injuries to Para Professionals from combative students
- Partner with MMA to develop a Loss Prevention service calendar – coordinate with carriers and have 2015-16 service objectives mapped out
- Benchmark ISD 709's performance on total cost of risk vs other Minnesota public school district's as Marsh & McLennan's data base and stats become available for comparison purposes. MMA will develop metrics to compare and benchmark your district against your peers to help establish Best Practices for risk management and safety.
- Look for ways to create more department accountability with ISD 709 to create a culture of safety throughout the district. Help support Kerry Leider, Jason Barsness, Betty Berndt, and the entire risk management team at ISD 709 to actively promote pro-active risk management and safety initiatives and how driving cost of risk as low as possible creates more dollars to spend on education.

### III. Marsh & McLennan Agencies – Our Account Service Team

- Bob St. Arnold – Risk Management Consultant
- John Simenson – Risk Management Consultant
- Lynda Mustonen – Client Executive
- Lindsey Hanson – Risk & Safety Consultant
- Dawn Araya – Claims Manager
- Dan Nyberg – Claims Analyst
- Angela Wheeler – Claims Consultant
- Beth Watkins – Client Advisor & Team Lead – Cyber Coverage

### IV. Marsh & McLennan Agencies - Compensation


- MMA receives standard commission on each line of coverage placed with the respective insurance carriers. All agents that place business for schools in the public sector in Minnesota that are paid by the insurance carrier via commission receive the following commission for each line of coverage for the carriers currently enforce for ISD 709:

Workers Compensation	6%
Package (Property / Liability / Crime / E&O)	15%
Auto	15%
Umbrella	12.5%
Cyber	20%

# **PROPERTY & CASUALTY PERFORMANCE & PARTNERSHIP REVIEW**

**INDEPENDENT SCHOOL DISTRICT 709  
DULUTH PUBLIC SCHOOLS**

MAY 14, 2015



# CONTENTS

- 1. Account Service Team ..... 1
- 2. Profile, Objectives, Strategies & Challenges ..... 2
- 3. Key Accomplishments ..... 3
- 4. Future Objectives and Recommendations ..... 4
- 5. Additional Services/Information ..... 5

## 1

## Account Service Team

<p><b>Bob St. Arnold</b>  <b>Risk Management Consultant</b>  Direct Phone: 218-336-1541  E-Mail: <a href="mailto:starnoldb@rjfagencies.com">starnoldb@rjfagencies.com</a></p>	<p>Responsible for the overall management of your risk management program. Conducts strategic, quarterly and renewal meetings. Develops and implements strategic planning models to assist in management cost of risk. Also responsible for aligning resources &amp; timelines to provide objective and measurable results.</p>
<p><b>Lynda Mustonen</b>  <b>Client Executive</b>  Direct Phone: 763-746-8511  E-Mail: <a href="mailto:mustonenl@rjfagencies.com">mustonenl@rjfagencies.com</a></p>	<p>Responsible for aligning resources &amp; timelines to provide objective and measurable results. Marketing and negotiating the best possible terms for your program. Day to day client and carrier interaction. Provides proactive client Service; manage the renewal process and ongoing problem resolution</p>
<p><b>Lindsey Hanson</b>  <b>Risk Consultant</b>  Direct Phone: 763-548-8862  E-Mail: <a href="mailto:lhanson@rjfagencies.com">lhanson@rjfagencies.com</a></p>	<p>Accessible for comprehensive safety and loss control strategy development, communication and implementation. Provides assistance with safety committees, safety program development, employee training and regulatory compliance</p>
<p>Dawn Araya  <b>Claims Manager</b>  Direct Phone: 763-746-8293  E-Mail: <a href="mailto:arayad@rjfagencies.com">arayad@rjfagencies.com</a></p>	<p>Manages all aspects of your Workers Compensation claims including file review on all high cost claims, reserve monitoring and adjustment with carriers when possible. Responsible for quarterly claim review prior</p>
<p>Dan Nyberg  <b>Claims Analyst</b>  Direct Phone: 218-336-1545  E-Mail: <a href="mailto:nybergd@rjfagencies.com">nybergd@rjfagencies.com</a></p>	<p>Responsible for trending analysis (graphs), unit stat review, performs review of financial impact on e-mod based on individual claims or group claims, E-Mod promulgation and mod worksheet and review for accuracy</p>
<p><b>Angela Wheeler</b>  <b>Claims Consultant</b>  Direct Phone: 763-746-8266  Email: <a href="mailto:wheelera@rjfagencies.com">wheelera@rjfagencies.com</a></p>	<p>Provides claim management support including large loss oversight, a resource for problem claim issues and can assist with the development and implementation of policies and procedures to control workers' compensation costs such as return to work and claim reporting</p>
<p><b>Beth Watkins</b>  <b>Client Advisor &amp; Team Lead - MLG</b>  Direct Phone: 763-746-8220  E-Mail: <a href="mailto:watkinsb@rjfagencies.com">watkinsb@rjfagencies.com</a></p>	<p>Oversees your Cyber Liability Program.</p>

# 2

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## Profile, Objectives, Strategies & Challenges

### PROFILE

- Fortunate to have a full time risk management department staffed with safety personnel and progressive attitude toward safety and risk management
- Extremely well run and tremendous attention to detail
- Very open to new ideas on how to maximize safety efforts within district

### OBJECTIVES:

- Maximize total cost of risk and keep eye on cost
- Create culture of safety

### STRATEGIES:

- Engage risk management resources available through Marsh & McLennan, RAS, and Riverport to engineer optimum loss history / stay attractive to the market!
- Be strategic on when to take the plan out to market
- Look for opportunities to create more department / site accountability
- More internal communication within district on safety initiatives / how cost of risk impacts funding for all district programs

### CHALLENGES:

- Improving School Board relations
- Risk management and HR staff turnover
- Challenging work comp claim results for 2012-13; 2013-2014
- Manpower

# 3

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## Key Accomplishments

(Include 3-5 accomplishments; should tie into objectives).

- Effective marketing of the Property/Liability/Auto/Umbrella/E&O program – move to Riverport saved district over \$175,000 on premium in 2014-2015
- Deductible program on Work Comp was a better buy vs fully insured
- Cyber Liability program closed a critical coverage gap
- Quarterly claims review process – helps keep the focus on loss drivers, trends, and areas where more targeted risk management can be impactful
- Risk Management initiatives
  - Started discussions on possibly implementing pre-employment physicals
  - Investigated alternatives for bus driver seating
  - Review RAS program for Para Professionals and injury prevention to staff members from combative students

## Future Objectives and Recommendations

- Evaluate Workers Compensation – Nurse Triage line coming soon from RAS
- Work with Lindsey Hanson to develop Loss Prevention service calendar – coordinate with carriers and have next year mapped out
- Continue Quarterly claims review process
- Look for opportunities to communicate our 2015-2016 plan to your leadership team and board

# 4

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## Additional Services/Information

How can we (Marsh & McLennan Agency) get better? How can we better help you achieve your risk management goals and objectives?



Marsh & McLennan Agency LLC  
7225 Northland Drive North  
Suite 300  
Minneapolis, MN 55428  
763-746-8000



**RESOLUTION**  
Acceptance of Donations to Duluth Public Schools

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

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

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

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

<b>SCHOOL</b>	<b>FIRST NAME</b>	<b>LAST NAME/ORG.</b>	<b>RESTRICTION</b>	<b>AMOUNT</b>
Lester Park		Lester Park PTA	Library Shelves	\$1,970.92
Homecroft		Wells Fargo	None	80.00
				\$2,050.92

RESOLUTION RESCINDING RESOLUTION B-5-15-3270 –PROVIDING THAT  
SCHOOL BOARD GENERAL ELECTIONS HELD AFTER 2017  
SHALL BE HELD IN THE EVEN-NUMBERED YEARS;  
ESTABLISHING A TRANSITION PLAN

WHEREAS, in order to realize a cost savings and to help ensure a voter turnout that is as large as possible, the school board passed Resolution B-5-15-3270 on May 19, 2015 with the intent to move to an even year election cycle, and;

WHEREAS, on May 19, 2015 Bylaw 9115 was amended to move the district to an even year election cycle, and;

WHEREAS, within Laws of Minnesota for 1973 Chapter 281 – H.F.No. 1467 requiring the district to hold its elections in conjunction with the City of Duluth in the odd year cycle failed to be revised within the 2015 legislative session;

NOW, THEREFORE, BE IT RESOLVED by the school board of Independent School District No. 709 State of Minnesota, as follows:

1. Resolution B-5-15-3270 is hereby rescinded to the extent that it proposes the district move to an even year cycle.
2. The terms of office of school board members elected in 2015 will remain for a four year period.
3. The school board shall revise Bylaw 9115 to reflect its election cycle will remain in the odd year election cycle.

NOW, THEREFORE, BE IT ALSO RESOLVED that the school board will continue to research a move to an even year election cycle in the future.

**RESOLUTION****Adoption of the Fiscal Year 2016 Budget**

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

**RESOLUTION****Annual Recertification of the Superintendent as the Identified Official with Authority for  
MDE SERVS Financial**

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that to meet the requirement in accordance with MN State Access control Security Standard 1.0, it is requested that authorization be given to the Superintendent to serve as the Identified Official with Authority for MDE SERVS Financial.

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

Expenditure Contracts Signed – May 2015

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

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
Chuck Smith	\$250.00	OEE	Performance at Lowell Elementary
University of Minnesota	285.00	General	East High Choir Concert
Aliese Hoesel	3,045.00	General	Summer Hillside Youth Theatre Program
Duluth Friends of Tennis, Inc.	1,000.00	General	Lease Longview Tennis Courts
UDAC	50.00	Spec Serv	Student Transportation
Keller Fence Comp. North, Inc.	4,780.00	Facilities	Play Field Fence Myers-Wilkins
Keller Fence Comp. North, Inc.	3,425.00	Facilities	Chainlink Fence at Lester Park
Johnson Controls	8,853.48	Facilities	Access Control System at HOCHS

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 21st day of May, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Chuck Smith, 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 May 21st, 2015, and shall remain in effect until June 15, 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.** Chuck Smith shall provide a speech at the Lowell Elementary "Grandparents Day" Memorial Day Recognition. Mr. Smith shall speak on the American Indian/Ojibwe contributions to the Armed Services of the United States.

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 \$250.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any

item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail Chuck Smith, 4503 Twin Lakes Drive, Brookston, MN 55711.

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.

		5/21/15
Contractor Signature	SSN/ Tax Identification Number	Date
		5/24/15
Program Director		Date
		5/28/15
Director of Curriculum and Instruction		Date
		5/28/15
Director of Business Service / Superintendent of Schools		Date



UNIVERSITY OF MINNESOTA  
FACILITY USE AGREEMENT

**THIS FACILITY USE AGREEMENT** ("Agreement") is entered into effective as of March 30, 2015, by and between the Regents of the University of Minnesota ("University"), a Minnesota constitutional corporation, and ISD 709 ("Licensee"), a independent school district of Minnesota. This Agreement is entered into by University through its Regents.

1. **Grant of License.** University grants to Licensee a license to use Weber Music Hall (the "Facility") solely for the following purpose(s):

East High School Choir Concert (the "Event").

The estimated number of people expected to attend the Event is three hundred twenty two (322). Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Facility for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee's use of the Facility as provided in this Agreement. Licensee shall use the Facility in accordance with the terms and conditions of this Agreement, all University policies and rules and all federal, state and local laws, ordinances, rules and regulations.

2. **Term.** Licensee is permitted to use the Facility only during the following dates and times:

May 28, 2015 from 4:00-10:00 pm

3. **Fee.** In addition to any other payment Licensee is required to make pursuant to this Agreement, Licensee shall pay University a fee as described on the attached Exhibit A (the "Fee"). The Fee is non-refundable, unless otherwise provided in this Agreement.

4. **Utilities and Services.** University shall provide maintenance and services to the Facility in accordance with its routine schedule and standards for the Facility. Licensee shall reimburse University for all additional maintenance and services provided at Licensee's request.

5. **Concessions/Novelties; Food; Beverage.**

5.1 Licensee shall not sell any concessions or novelties on or in the Facility or on any University property without an executed Sales Permit issued by University, which Permit University may grant or withhold in its sole discretion.

5.2 Food may be served on or in the Facility only with the permission of University, and, if required by University, a permit from University's Department of Environmental Health and Safety.

5.3 Licensee shall not sell, distribute, dispense, advertise or promote any non-alcoholic beverage (or permit any other to do the same) without University's written consent, which consent University may condition, grant or withhold in its sole discretion.

5.4 Licensee and/or its caterer may not serve or sell alcoholic beverages at the Facility, unless Licensee receives authorization from the University, containing such terms and conditions as University, in its sole discretion, deems advisable. Such authorization may be granted or withheld at University's sole discretion.

**6. Alterations; Signs; Liens.** Licensee shall not redecorate, change or alter the Facility, nor shall Licensee display any signs or advertising in or about the Facility, without the prior written consent of University, which consent University may grant or withhold in its sole discretion. Licensee shall not permit to accrue, and shall indemnify University against and hold University harmless from, any liens for labor or materials provided to Licensee, or claimed to have been so provided.

**7. Personal Property.** Licensee, not University, is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Facility or on University property, before, during or after the term of the Agreement.

**8. Indemnification.** Licensee agrees to defend (with counsel reasonably acceptable to University), indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) arising from or in connection with (i) Licensee's use of the Facility and other University property, except to the extent caused by the negligence or intentional misconduct of University; (ii) the negligent or wrongful acts of Licensee's employees, agents, vendors, contractors, or invitees; or (iii) Licensee's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Agreement.

**9. Insurance.** At least thirty (30) days prior to the Event, Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage as indicated below. If this Agreement is signed by Licensee fewer than thirty (30) days prior to the Event, Licensee shall submit such evidence of insurance upon the signing of this Agreement.

9.1. Check either (A) (B) or (C) below as applicable:

- (A) Licensee's policy of Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence; or qualified self-insurance subject to approval by University.
- (B) Proof that Licensee has purchased event liability insurance with a minimum limit of \$1,000,000 per occurrence. Licensee may purchase such insurance from the insurer of its choice, or at the following website address: <https://tulip.ajgrms.com> (a pass code will be provided if this option is selected).

- (C) State and other governmental agencies that are self-insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead.

9.2 Workers' Compensation/Employers Liability, if applicable, to the extent required by law.

9.3 All insurance provided under paragraph 9.1(A) and 9.1(B) shall be written by insurance companies with an A.M. Best rating of A-VII or better and licensed and authorized to do business in the State of Minnesota and shall name the Regents of the University of Minnesota as an additional insured. The policies shall provide that the insurance coverage shall not be canceled, modified or non-renewed before the end of the term of this Agreement without written notice to University. Licensee shall maintain the insurance(s) described in this paragraph for the entire term of this Agreement.

**10. Assignment.** Licensee shall not assign its rights under this Agreement without University's prior written consent, which consent University may grant or withhold in its sole discretion.

**11. Surrender.** Licensee shall surrender possession of the Facility to University at the conclusion of the Event in the same good condition as on the date of possession by Licensee. Licensee shall reimburse University for any and all costs University incurs to repair any damage to the Facility or other University property or equipment arising out of or connected with Licensee's use of the Facility, unless such damage is caused solely by University, its officers, employees, agents or representatives.

**12. Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University: University of Minnesota  
c/o Real Estate Office  
Attn.: Senior Real Estate Specialist  
424 Donhowe Building  
319-15th Avenue SE  
Minneapolis, MN 55455-0199  
Facsimile No.: (612) 624-6345  
E-mail: [reo@umn.edu](mailto:reo@umn.edu)

With a copy of  
default notices to: University of Minnesota  
Office of the General Counsel  
Attn.: Transactional Law Services Group  
360 McNamara Alumni Center  
200 Oak Street SE  
Minneapolis, MN 55455-2006  
Facsimile No.: (612) 626-9624  
E-mail: [contracts@mail.ogc.umn.edu](mailto:contracts@mail.ogc.umn.edu)

If to Licensee: Duluth East High School  
Attn: Jerry Upton  
301 N 40<sup>th</sup> Ave E.  
Duluth, MN 55804  
Facsimile No.:  
E-mail:

**13. License Only; Remedies.** Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or lease. Licensee shall pay to University all of University's damages, costs and fees, including attorneys' fees, caused by Licensee's failure to comply with the terms and conditions of this Agreement. In addition, if Licensee fails to comply with the terms and conditions of this Agreement, University shall be entitled to exercise all other legal and equitable remedies available to University.

**14. Limitation of University Liability.** IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. UNIVERSITY'S TOTAL LIABILITY FOR BREACH OF THIS AGREEMENT IS THE FEE PAYABLE BY LICENSEE AS SET FORTH IN PARAGRAPH 3 OR IN AN EXHIBIT TO THIS AGREEMENT.

**15. Force Majeure.** No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

**16. Use of University Name or Logo.** Licensee agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University without the written permission of the University in each instance except for the limited purpose of identifying the location of the Event in advertising or other notices for the Event.

16.1 Licensee shall not use or alter University Marks in connection with the Event. Licensee agrees that the following disclaimer shall be prominently placed in all material related to promotion, publicity or advertising of the Event, whether print media, photo, video or web-based, in a font not smaller than the main text of the specific piece:

FORM: OGC-SC626  
Form Date: 04.24.02  
Revision Date: 10.01.12

“The University of Minnesota is not endorsing or sponsoring the activities conducted by ISD 709 on the University of Minnesota campus. The relationship between the University of Minnesota and ISD 709 is solely that of licensor and licensee.”

16.2 Licensee’s failure to comply with this section shall give University the right to immediately terminate this Agreement and Licensee’s access to the Facilities.

**17. Copyright Representation and Release.** Licensee represents that copies of presentation materials Licensee provides to University, or directs University to copy and distribute to Attendees, and materials that Licensee will present by multimedia at the Event, will only be made from legal copies and that Licensee has the right to make this use of the presentation materials either because Licensee a) owns the copyright; b) has written permission of the copyright owner(s) for this use; c) reasonably believes each use to be fair use pursuant to 17 United State Code § 107, *Limitations on exclusive rights: Fair use*; or d) reasonably believes the material to be in the public domain. Licensee further represents that copyright notices have not been altered and that required attributions are shown. Licensee releases and will hold harmless University, its Regents, officers, employees and agents for copyright infringement arising from Licensee’s presentation materials.

**18. Amendments.** This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

**19. Non-Waiver.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

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

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

**22. Exhibits.** The terms and conditions of any and all exhibits attached to this Agreement are made a part of this Agreement as if fully set forth in this Agreement. To the extent that any of the terms and conditions of paragraphs 1 – 22 of this Agreement conflict with any of the terms and conditions of the attached Exhibit(s), the terms and conditions of the Exhibit(s) shall control. All capitalized terms in any Exhibit(s) that are not specifically defined in such Exhibit(s) shall have the meanings given them in this Agreement.

IN WITNESS WHEREOF, University and Licensee have executed this Agreement as of the date set forth above.

**Regents of the University of Minnesota**

**Duluth East High School**

By: William E. Payne  
Name: William Payne  
Title: Dean, UMD School of Fine Arts  
Date: 4/7/15

By: Bill Hanson  
Name: ~~Jerry Upton~~ Bill HANSON  
Title: ~~Choir Director~~ CFO  
Date: 5/15/15



**SAFETY OF MINORS ADDENDUM  
TO  
FACILITY USE AGREEMENT**

**THIS SAFETY OF MINORS ADDENDUM** is part of the Facility Use Agreement (the "**Agreement**") entered into between University and Licensee dated 03-25-2015. In the event of any conflict between the provisions of this Addendum and other provisions of the Agreement, the provisions of this Addendum shall control.

1. **Supervision; Safety and Protection of Minors.** Licensee shall be responsible for (i) supervising minor attendees while anywhere on University property; and (ii) providing qualified, properly trained and responsible adult supervisors in compliance with University's Safety of Minors policy and the rules, regulations and procedures for use of the Facility, throughout the entire term of this Agreement.

1.1 Licensee represents and certifies to University that:

- Licensee's employees, chaperones, counselors, volunteers, and any others interacting with minor attendees (and anyone who supervises such persons) (collectively "**Licensee Parties**") have passed a criminal background check;
- Licensee Parties have completed a training program on child safety and protection, which training program specifically incorporates the mandatory notice requirements for maltreatment of minors set forth in Minn. Stat. §626.556; and
- Licensee maintains a readily-accessible list of parent and/or emergency contacts for minor attendees.

1.2 University reserves the right to require Licensee to provide evidence of Licensee's compliance with the requirements of this Section 1.

2. **Consent Forms.** Licensee shall obtain a consent and waiver of liability form for each minor attending the Event, which authorizes Licensee's employees or staff to take ill or injured attendees for medical treatment. Forms shall be signed by the parent or legal guardian of any minor attending the Event. Completed forms shall be retained by Licensee and made available to University upon request.

3. **Reporting of Incidents/Accidents.** Licensee shall submit a University-approved injury report (Personal Injury Accident Report) to the Facility manager within twenty-four (24)-hours of an incident that could give rise to University liability. All incidents shall be reported regardless of the severity or type of injury. The filing of an injury report does not shift responsibility for claims from Licensee to University.

**EXHIBIT A to  
STANDARD USE/LICENSE AGREEMENT  
WEBER MUSIC HALL**

The University and the Licensee further agree as follows:

**1. Licensee.**

- 1.1 Title of event: East High School Choir Concert and Rehearsal
- 1.2 Sponsoring organization: East High School
- 1.3 Contact person: Jerry Upton
- 1.4 Mailing address:
- 1.5 City/State: Duluth, MN
- 1.6 Telephone: 218-310-4309
- 1.7 Email:

**2. Term.**

Date: 05-28-2015	Start Time: 4:00 pm	Stop Time: 10:00 pm	Purpose: CN	Event Time: 7:00 pm
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:

**3. Fee.**

University agrees to provide to Licensee the Facility, equipment and/or services described below at the Licensee's sole cost and expense. Licensee shall use such equipment and/or services at its own risk and shall reimburse University for the cost of repairs necessitated by Licensee's misuse or abuse.

**Facility charge.**

	Quantity (in days)	Cost	Total
Main hall	1/3	175.00	175.00
Warmup room			
Green room			
Dressing room			

**Technical charge.**

	Quantity	Cost	Total
Sound system without operator	1mic		NC
Sound system with operator 0-6 inputs			
Sound system with operator 7-24 inputs			
Two track recording	X		25.00
24 track recording			
Performance lighting without operator	X		25.00
Performance lighting with operator			
Piano			
Staging			
Risers	As needed, set up by licensee		
Conductor's podium			
Speaker's podium			
Other: Classrooms			

**EXHIBIT A to  
STANDARD USE/LICENSE AGREEMENT  
WEBER MUSIC HALL**

Other cost.

	Quantity (in hours)	Cost	Total
Weber Hall staff	4	\$15.00/hr	\$60.00
Technical staff		\$15.00/hr	\$
Custodial fee			\$

<b>FACILITY CHARGES</b>	<b>\$175.00</b>
<b>TECHNICAL CHARGES</b>	<b>\$50.00</b>
<b>OTHER COSTS</b>	<b>\$60.00</b>
<b>TOTAL CHARGES</b>	<b>\$285.00</b>

The Licensee shall pay the University a total fee of \$285.00.

The fee is due as follows:

Proof of insurance due on or before 4-28-2015.

A balance of \$285.00 due on or before 5-28-2015.

**4. User obligations.**

4.1 The licensee shall, in addition to its other obligations described in this Agreement, provide the following:

Box office personnel	X	
House management	X	
Ushers	X	At least 4 ushers must be provided for each event.
Setup and strike	X	
Other	<input type="checkbox"/>	

**5. Additional Provisions.**

5.1 The University shall, in addition to its other obligations described in this Agreement provide the following: no others.

East High School  
Initials           WCH          

Weber Music Hall  
Initials           DJS

## AGREEMENT

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**THIS AGREEMENT**, made and entered into this 18<sup>th</sup> day of May, 2015, by and between Independent School District #709, a public corporation, hereinafter called District, and Aliese Hoesel, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 8<sup>th</sup>, 2015, and shall remain in effect until June 30<sup>th</sup> 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Produce the Summer Hillside Youth Theatre Program for Myers-Wilkins School.
3. **Background Check .**  
Contractor must provide signed permission form for the Myers-Wilkins Community School Collaborative to conduct a background check. The background check will be completed prior to the beginning of the Summer session Theatre Program at Myers-Wilkins School.
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 \$3,045. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this

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

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

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

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

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

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.

Alize Hoef  
Contractor

~~XXXXXXXXXXXX~~  
SSN/ Tax Identification Number

5/18/15  
Date

Amy  
Myers-Wilkins Principal

5/20/15  
Date

C.B. Leyprie  
Director of Special Education / Title 1 Supervisor

5/22/15  
Date

W. Hanson  
Director of Business Service / Superintendent of Schools

5/26/15  
Date

nhufay

5/26/15

## FACILITIES USE AGREEMENT

**This Agreement** is made by and between **DULUTH FRIENDS OF TENNIS, INC.**, (hereinafter called "**Grantor**") and the **INDEPENDENT SCHOOL DISTRICT NO. 709, d/b/a DULUTH EAST HIGH SCHOOL** (hereinafter called "**User**").

### RECITALS

**WHEREAS**, Grantor manages and operates the Longview Tennis Club and tennis courts located at 326 N. 25th Avenue East, Duluth, Minnesota; and

**WHEREAS**, User desires to use the facilities of Longview Tennis Club for its girls' and boys' high school tennis team programs;

**NOW, THEREFORE**, in consideration of the covenants and agreements hereinafter set forth herein, the parties hereto, intending to be legally bound, agree as follows:

#### 1.0 **GRANT OF RIGHT TO USE REAL PROPERTY; TERM; COMPENSATION**

1.1 **Lease of Real Property.** Grantor hereby grants to User the right to use the Longview Tennis Clubhouse and tennis courts on the terms and conditions contained herein. Use shall include the clubhouse, changing rooms and rest rooms only when the city has turned on the water and the building is staffed by Duluth Friends of Tennis staff. Use of the facilities shall include nets, score cards and squeegees and the ball storage room, provided the use complies with all rules and regulations of Grantor. User agrees to notify its players and any visiting teams that locker room and rest room facilities are not available for any practices, scrimmages or meets held prior to the date on which the city turns on the water to the clubhouse and the building is staffed by Duluth Friends of Tennis staff.

1.2 **Term.** The initial term of this agreement shall be ~~March~~ <sup>MAY</sup> 18, 2015 through December 31, 1, 2015. Thereafter, the agreement shall automatically renew for additional calendar years unless sooner terminated in the manner provided for herein. This contract terminates and supersedes any prior agreements between the parties.

1.3 **User Fees.** To compensate Grantor for the use of the facilities and equipment and its expenses in scheduling User's time and performing other tasks required to carry out the terms of this agreement, User shall pay an annual fee of five hundred dollars (\$500) per boys' team and five hundred dollars (\$500) per girls' team. Each year Grantor shall review the fee and determine the Use Fees for the next year. The Use Fee set by Grantor shall be due and shall be paid not later than the first day of March in each year for boys' teams and no later than the first day of August in each year for girls' teams. In addition to the annual use fee, User shall at the commencement of the Initial Term, pay to Grantor a security deposit as provided in paragraph 1.7. In the event User fails to fully perform its obligations under this agreement, the security deposit shall be forfeited and Grantor

may apply the security deposit toward its actual costs in obtaining performance by its own employees, agents, representatives or third parties.

1.4 **Hours.** User shall have the right to use the facilities only on such dates and at such times as have been agreed to in writing by Grantor. Annually, prior to the beginning of the academic year, User shall notify Grantor of the dates and times during which User desires to use the facilities. Grantor shall promptly review the requested times and notify User in writing of the times granted. The parties understand that User's use of the facilities shall be subject to the programs of Grantor, including United States Tennis Association league and junior tennis. A written schedule shall be prepared and User shall not deviate from the written schedule without the prior written consent of Grantor's Board chair.

1.5 **Alterations and Improvements.** User shall not make any improvements, alterations, additions or installations on or to the premises.

1.6 **Condition of Premises: Surrender.** User agrees to accept the premises in an "as is" condition. The use of the premises by User shall conclusively establish that the premises meet with User's approval. Upon termination of this agreement, User shall have no rights whatsoever to use the premises and shall peaceably surrender possession of the premises which shall be in a condition as good as or better than the condition in which the premises were in upon commencement of this agreement, ordinary wear and tear excepted.

1.7 **Security and Cleaning Deposit.** To insure that User has not damaged Grantor's property and has thoroughly cleaned the premises after use, User shall pay to Grantor a security and cleaning deposit of \$500. This deposit shall be held by Grantor and shall be used to compensate Grantor for any costs incurred to repair damages, replace damaged property or clean the premises after the User's use of the premises. If the deposit is insufficient to fully compensate Grantor, User shall pay the balance due within thirty (30) days of a written demand. The security deposit shall be paid not later than ten days after this agreement is signed and held by Grantor to insure User's full performance of its obligations under this agreement. So long as the Agreement remains in effect, if any portion of the deposit is used by Grantor to repair damages or for cleaning, User shall replenish and restore the security fund to \$500 within ten days of receipt of notice from Grantor that an additional security deposit payment is due. Upon termination of the Agreement, provided User has fully performed its obligations under this agreement, the portion of the security deposit not used by Grantor to repair damages caused by User or to clean the premises after User's use shall be refunded to User.

## 2.0 TERMS AND CONDITIONS OF USE.

2.1 **Key Access.** User shall be provided a key to access only the clubhouse ball storage area and grounds. User shall not duplicate any keys provided to User. User shall be responsible for safe-keeping of the keys and shall return the keys to Grantor upon termination of the lease. Whenever User has completed a session, unless the clubhouse is

staffed by DFOT, before leaving the premises User shall ensure that all doors and gates for which User has keys (except the gate immediately north of the clubhouse) are locked.

2.2 **Nets and Windscreens.** User shall at all times take special care to avoid damage to nets, net posts, windscreens or any other property of Grantor.

2.3 **Use of Personal Property.** In the event User uses any personal property of Grantor, at the conclusion of each session of use, User shall return the personal property to its designated storage area.

2.4 **Respect and Care of Tennis Court, Grounds and Personal Property.** User shall ensure and be responsible for the conduct of all persons permitted by User to enter the premises during the times User has scheduled use of the premises. Accordingly, User shall be responsible for and shall ensure that all garbage, debris and refuse generated by User's invitees shall be picked up and placed in proper garbage receptacles; that all balls used by User's invitees shall be picked up and returned to their proper storage place and that the changing rooms and bathrooms are thoroughly cleaned after each use. User shall ensure that its invitees treat the Grantor's property with respect and shall not cause or permit to occur any vandalism or damage to the premises or any personal property of Grantor, including, but not limited to, tennis nets, net posts, fences, gates, windscreens, bleachers, walking paths, patios, picnic tables, benches, chairs, shrubs, flowers, clubhouse and sidewalks. In the event of any such damage, User shall promptly report in writing to Grantor the nature of the damage, the time when the damage occurred, the extent of the damage and the identity of the persons who caused the damage. User shall take prompt and reasonable steps to remove from the premises persons who caused such damage and prevent their re-entry to the premises unless and until permitted by Grantor. To prevent damage to courts, under no circumstances will User or any person acting for or on behalf of User shovel or use any mechanical device to remove snow from the courts.

2.5 **Personal Behavior.** User shall be responsible for and shall ensure that all of User's invitees conduct themselves in a decent, appropriate and respectful manner while they are on the Grantor's property. Behavior shall comply with the United States Tennis Association rules of court and the code of behavior for students participating in Minnesota high school varsity sports programs. User shall promptly remove from the premises and appropriately discipline invitees engaged in inappropriate behavior. By way of illustration and without intending to be a complete list, inappropriate behavior includes profanity, swearing, disrespect of others, insubordination, intentionally causing injury to another person, damage to property, intentionally hitting balls into the alley or street and use of alcohol, tobacco, illegal drugs or prescription drugs not prescribed for the user.

2.6 **Areas Excluded.** User and its invitees shall have no right to access and will not allow its invitees to enter the main floor or use the fireplace of the clubhouse unless the building is staffed by Duluth Friends of Tennis. User and its invitees shall not be

permitted to go behind the service desk on the main floor of the clubhouse at any time. User and its invitees shall not use bathrooms until the city has turned on the water.

### 3.0 **INSURANCE AND INDEMNIFICATION.**

3.1 **Grantor's Insurance.** Grantor agrees that it shall at all times during the term of this agreement have and keep in force, directly or through the City of Duluth, (i) comprehensive general liability insurance covering Grantor and each and every one of its employees, agents, or servants in an amount not less than \$1,000,000 per occurrence, and (ii) Workers' Compensation insurance coverage for all of its employees in the minimum amounts required by Minnesota law.

3.2 **User's Insurance.** User agrees that it shall at all times during the term of this agreement have and keep in force, at its sole expense (i) comprehensive general liability insurance covering User and each and every one of its employees, agents, or servants in an amount not less than \$1,000,000 per occurrence, and (ii) Workers' Compensation insurance coverage for all of its employees in the minimum amounts required by Minnesota law. User shall furnish evidence of all such insurance coverage to Grantor upon request.

3.3 **Waiver of Subrogation.** Neither Grantor nor User shall be liable to the other for loss arising out of damage to or destruction of the premises or the building or improvements of which the premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or to be included within or insured against by any insurance policies issued for the benefit of either party or required under this agreement. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either User or Grantor or by any of their respective agents, servants or employees. It is the intention and agreement of User and Grantor that the payments made hereunder have been fixed in contemplation that each party shall fully provide its own insurance protection at its own expense, and that each party shall look to its respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease.

3.4 **Indemnification.** User shall indemnify, defend, and hold Grantor harmless against any suit or claim for damage or injury sustained during the term of this agreement by any person as a consequence of any act, omission, or negligence of User or its students, employees or agents. Grantor shall indemnify, defend, and hold User harmless against any suit or claim for damage or injury sustained during the term of this agreement by any person as a consequence of any act, omission or negligence of Grantor or its volunteers, employees or agents. The parties agree that the terms of Sections 3.3 and 3.4 shall survive any termination of this agreement.

4.0 **RELATIONSHIP OF THE PARTIES.** The relationship of Grantor and its employees, agents and servants to User and its employees, agents and servants shall be that of landlord and tenant.

5.0 **TERM OF GRANT AND TERMINATION OF AGREEMENT.**

5.1 **Term.** This agreement shall have an initial term commencing on ~~March~~ <sup>MAY</sup> 18, 2015 and ending on December 31, 2015. Unless either party gives, no later than sixty (60) days before the end of the Initial Term, written notice of its intent to not renew this agreement, this agreement shall be automatically renewed and extended at the end of the Initial Term for successive additional terms of one calendar year, until terminated in the manner set forth herein.

5.2 **Termination by User.** User may, at its option, cancel and terminate this agreement upon written notice to Grantor as follows:

5.2.1 For cause, in the event Grantor fails to cure its breach of any material term or condition of this agreement; provided, that User shall first serve thirty (30) days prior written notice to Grantor of such breach which describes the breach in reasonable detail;

5.2.2 Without cause, after expiration of the Initial Term, by providing Grantor with sixty (60) days written notice of termination.

5.3 **Termination by Grantor.** Grantor may, at its option, cancel and terminate this agreement upon written notice to User as follows:

5.3.1 For cause, in the event User fails to cure its breach of any material term or condition of this agreement; provided, that Grantor shall first serve ten (10) days prior written notice to User of such breach which describes the breach in reasonable detail;

5.3.2 Without cause, after the expiration of the Initial Term, by providing User with sixty (60) days written notice of termination.

5.4 **Effect of Termination.** Upon termination of this agreement as herein provided, neither party shall have any further obligation hereunder except for obligations accruing prior to the date of termination of this agreement and any obligations, promises or covenants contained herein that are expressly, or by operation of law, made to extend beyond the term of this agreement.

6.0 **MISCELLANEOUS**

6.1 **Relationship of the Parties.** Nothing contained in this agreement shall be construed to create an employer/employee relationship, joint venture, partnership, or similar relationship between the parties.

6.2 **Entire Agreement; Amendment.** This agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements relating to the same subject matter. This agreement may be amended only in a writing signed by each of the parties.

6.3 **Governing Law.** This agreement shall be construed according to the laws of the State of Minnesota.

6.4 **Severability.** In the event any provision or provisions of this agreement are declared invalid, the remainder of this agreement shall remain in full force and effect as if the invalid provision or provisions had never been a part of this agreement.

6.5 **No Waiver.** The failure of either party to give notice of any default by the other party hereunder or to enforce any of such party's rights hereunder, no matter how long such failure may continue, shall never constitute a waiver of such party's rights hereunder, including the right to seek monetary damages for a default. The remedies provided hereunder are not exclusive and the exercise of one remedy shall not be deemed a waiver of any other available remedy, either legal or equitable. No waiver of any provision hereof shall constitute a waiver of any other provision hereof, nor a waiver of the same provision at any subsequent time.

6.6 **Reimbursement of Expenses for Enforcement.** In the event legal action is required to seek specific performance of this agreement or to recover damages for breach of this agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees.

6.7 **Authority.** The Parties represent and warrant that the agreement has been signed by a representative of the party with full authority and authorization to bind the party.

6.8 **No Third Party Beneficiaries.** Nothing in this agreement, express or implied, is intended to confer any rights or remedies under, or by reason of, this agreement on any person or entities other than the signatories hereto.

6.9 **Notices.** Any notices required to be given hereunder shall be in writing and may be either delivered personally or sent by first class mail, postage prepaid, return receipt requested, and properly addressed to the address of the other Party stated below. Notices shall be deemed received on the date of receipt verification provided by the U.S. Postal Service. Notices shall be addressed as follows:

Addresses for notice:

If to User, to:

Shawn Roed  
Duluth East High School  
301 North 40<sup>th</sup> Avenue East  
Duluth, MN 55812


If to Grantor, to:

Duluth Friends of Tennis  
P.O. Box 3426  
Duluth, MN 55803

6.10 **Non-Assignment.** No party may assign any of its rights or responsibilities under this agreement without the prior written consent of the other party.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates set forth below.

DULUTH FRIENDS OF TENNIS, INC.      INDEPDENDENT SCHOOL DISTRICT, #709

By: 

By: 

Its: President

Its: CFO

**UDAC  
AND  
Duluth Public Schools**

**AGREEMENT FOR PURCHASE OF TRANSITION SERVICES**

The following is an Agreement between *UDAC* and Duluth Public Schools. This Agreement shall be effective *May 1, 2015 – June 30th 2015*.

**I. UDAC Agrees:**

- A. To provide transition services for two students up to 2 hours for each student.
- B. Not to exceed 5 hours of Transition Services

**II. Duluth Public Schools Agrees:**

- A. To pay for the Transitions Services at a Rate of \$10.00 per hour
- B. To remit to UDAC, upon receipt yearly invoice, the amount due and owing for the services provided.
- C. The Director of Special Education at Duluth Public Schools shall supervise the contracted services to ensure that services are provided in accordance with students IEPs.

**ADDITIONAL CONDITIONS**

1. The Duluth Public Schools and UDAC Schools will comply with all state and federal reporting requirements. The Duluth Public Schools and UDAC will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.
2. UDAC will consent to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.
3. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the contractor to file tax returns, pay delinquent taxes or other state liabilities.
4. Services must be provided to the satisfaction of Duluth Public Schools and not in violation of any federal, state or local laws, ordinances, rules and regulations. UDAC will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.

No. 1835 P. 2

UDAC

May. 26. 2015 3:35PM

No. 1835 P. 3

CANCELLATION

This agreement may be cancelled by Duluth Public Schools or UDAC at any time, without cause, upon 30 days written notice. In the event of such a cancellation, the contractor shall be entitled to payment, determined on a pro rata basis, for work performed to D Schools.

AMENDMENTS

Amendments must be in writing and indicate approval by both parties to the amendex

STATE AUDIT

The books, records, documents and accounting procedures of the contractor and its employees relevant to this agreement must be made available by the STATE for a minimum of 6 months from the end of the agreement.

LIABILITY

The contractor agrees to indemnify, save and hold the district/agency, its employees and agents from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the contractor and its agents or employees.

Agreed to by:

UDAC

ISD 709

By Ann Dahl

By WCHanson

Title Director of Vocational Services

Title CFD

Date 5/26/15

Date 5/28/15

UDAC

May. 26. 2015 3:36PM

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** May 5, 2015

**Re:** Quote #4210– Furnish and Install Play Field Fence at Myers-Wilkins Elementary School – Keller Fence Company North, Inc.

Attached are two (2) copies of the Agreement between Independent School District #709 and Keller Fence Company North, Inc. to provide all labor, material, equipment and services to furnish and install the play field fence at Myers-Wilkins Elementary School per Quote #4210. The total estimated cost of this service is \$4,780.00.

I am recommending approval of the agreement with Keller Fence Company North, 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

Revised 6/24/14

**THIS AGREEMENT**, made and entered into this 5<sup>th</sup> day of May 2015, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Keller Fence Company North Inc., an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 5, 2015 and shall remain in effect until project is complete unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide all labor, material, equipment and services necessary to furnish and install the fence at Myers-Wilkins Elementary School per Quote #4210*
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Advertisement for Quotes, Contractor's response, and Tabulation;
  3. Contractors Insurance Policy;
  4. Supplementary Conditions and Insurance Requirements; and
  5. Any other documents identified by ISD 709.
4. **Background Check .** *(N/A)*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$4,780.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any

item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Keller Fence Company North, Inc., P.O. Box 781, Grand Rapids, MN 55744

12. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of ISD 709.

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

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

accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

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

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

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

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

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

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

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

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

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

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

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

24. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

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

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

KELLER FENCE COMPANY  
NORTH, INC.

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

\_\_\_\_\_  
By

*W. C. Hanson*

*SLP*  
\_\_\_\_\_  
PRESIDENT

CFO/Executive Director of Business Services

Title

*41-1799840*

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

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** May 14, 2015

**Re:** Furnish and Install 128 Lineal Feet of Chainlink Fence at Lester Park Elementary School – Keller Fence Company North, Inc.

Attached are two (2) copies of the Proposal between Independent School District #709 and Keller Fence Company North, Inc. to furnish and install 128 Lineal Feet of Chainlink Fencing at Lester Park Elementary School to keep children out of the parking lot area. The total estimated low cost of this service is \$3,425.00 and is being paid by the ECFE program.

I am recommending approval of the agreement with Keller Fence Company North, 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



PO Box 781 \* Grand Rapids, MN 55744-0781  
(218) 328-5504 \* 1-800-241-2309 \* Fax: (218) 328-5509

**PROPOSAL**

To: David Spooner  
Supervisor of Maint & Const  
Duluth Schools

Date: April 15, 2015  
PROPOSAL# 0415064  
F.O.B. Job Site  
Terms: Due Upon Completion

**Regarding: Lester Park Elementary**

Keller Fence Company-North proposes to furnish and install the following:

128 LF of 4' high 9 gauge aluminized chainlink fence, including 1 each 3' wide walk gate.  
Materials are as follows: 2 1/2" X 8' Schedule 40 full weight terminal posts, 2" X 8' Schedule 40 full weight line posts, 1 5/8" Schedule 40 full weight top and bottom rails. All posts driven. Gate posts shall have anti-spin plates below grade. Includes Industrial Gate hardware.  
\$ 2,825.00

Add 1 5/8" Full Weight bottom rail \$ 600.00

*DUE TO THE UNPREDICTABLE WEATHER THIS LATE IN THE YEAR, KELLER FENCE COMPANY CANNOT GUARANTEE THAT THIS PROJECT, IF AWARDED COULD BE COMPLETED THIS YEAR.*

The above quotation is good for a period of ten (10) days from the date of this proposal. Keller Fence Company -North appreciates the opportunity to quote on this project and hope it merits your favorable review. If you have any questions or need additional information do not hesitate to call us at the above number.

PROPOSAL ACCEPTED BY  
W. C. Harrison  
Date: 5/15/15  
PURCHASE ORDER #

Sincerely,  
Scott Windorski  
Scott Windorski  
Keller Fence Company - North, Inc.

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** May 19, 2015

**Re:** Install Additional Hardware and Program the Locks for the Access Control System at Historic Old Central High School – Johnson Controls

Attached are two (2) copies of the Agreement between Independent School District #709 and Johnson Controls to install additional hardware and program the locks for the access control system at HOCHS. The total estimated cost of this service is \$8,853.48.

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

Attachments



Duluth MN Common Branch - 0N51  
4627 AIRPARK BLVD  
DULUTH MN 55811-5750  
PH: (866) 211 3536  
FAX: (218) 727 7945

# Proposal

TO: INDEPENDENT SCHOOL DISTRICT  
709  
215 N 1ST AVE E  
  
DULUTH, MN 55802

Date: 1/26/2015

Quote Ref: 1-86UABV8  
Project Name: Duluth Historic Old Central Security Upgrade  
Site: DULUTH INDEPENDENT SCHOOL  
DISTRICT 709  
730 E CENTRAL ENTRANCE  
DULUTH, MN 55811-15578

ATTN: David Spooner

We propose to furnish the materials and/or perform the work below for the net price of: \$8,853.48

**For the above price this proposal includes:**

1. 1 PIM 400
2. 1 Mercury Board
3. 2 Power Supplies
4. 2 Antennas
5. Programming & Project supervision

**This proposal DOES NOT include:**

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.
4. High or low voltage electrical installation, network cabling or installation
5. Additional product licensing beyond P2000 integration.
6. Additional antennas w/ power packs will be billed out at state contract price of \$1,501.55

**Additional Notes:**

1. Estimate built on state contract number S-813(5)
2. Rates are guaranteed to April 5<sup>th</sup> 2015, any rate increases after that occur after April 5<sup>th</sup> 2015 are subject to State contract pricing.

**Important:** This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 4/05/2015

DULUTH INDEPENDENT SCHOOL DISTRICT 709

Signature: *Bill Hanson*  
 Name: Bill Hanson  
 Title: CFO  
 Date: \_\_\_\_\_  
 PO: \_\_\_\_\_

Johnson Controls

Signature: *Nathaniel Oppen*  
 Name: Nathaniel Oppen  
 Title: SMA  
 Date: 4/05/15



*(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin*

## **TERMS AND CONDITIONS**

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICE AND PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **EQUIPMENT WARRANTY.** Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
5. **LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.
6. **LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
7. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
8. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.



9. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.

10. **DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



**School Nutrition Programs**  
**Renewal of Contract for Vended Meals**  
**School Year 2015-16**

A contract for vended meals may be renewed for an additional term upon mutual agreement of the school food authority (SFA) and vendor if the original contract allowed renewals and specified an economic index for adjusting contract prices. This template for Renewal of Contract for Vended Meals must be used for renewal, without change to any provisions except for inserting required information.

**1. Definitions**

"SFA" refers to the school food authority that is contracting for the meals and will claim the meals for reimbursement through School Nutrition Programs.

SFA: St. Michael's Church and Lakeside School

SFA's Sponsor Cyber-Linked Interactive Child Nutrition System (CLICS) Identification Number: 2000010115

"Vendor" refers to the company, school or other organization providing meals to the SFA.

Vendor: Duluth School District/ISD 709

"Original contract" refers to the first-year contract for vended meals that started 09/30/2013.

**2. Renewal of Contract**

SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. This is the 3rd year of the contract, counting the original contract and all renewals.

Start Date for Renewed Contract: 09/01/2015 End Date for Renewed Contract: 06/10/2016

A public school SFA may renew a contract for up to two years in compliance with state law. An SFA that is not a public school may renew a contract for vended meals for up to four years in compliance with program regulations.

**3. Contract Terms; Price Adjustments**

SFA and Vendor agree to the terms of the original Contract for Vended Meals, as adjusted here, for the term of the renewed contract. SFA will pay the fixed meal price specified in the original contract, as adjusted here. Vendor will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices.

a. Financial Terms

SFA and Vendor mutually agree to the 2015-16 meal prices shown below:

Meal Type	2014-15 Price	% Increase *	2015-16 Price
Lunch	\$ 3,000	0.00	\$ 3,000
	\$		\$
	\$		\$

\* The maximum allowable increase to meal prices from 2014-15 to 2015-16 is 3.7 percent (based on the cost of Food Away from Home from the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, for the 12 months ending December 2014.)

b. Non-Financial Terms

Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made without rebidding.

Describe any adjustments to non-financial terms here:

**4. USDA Foods**

Vendor will credit SFA for the cash value of USDA Foods received for use. Costs to Vendor of receiving and using USDA Foods are included in the fixed meal charges. Vendor will not charge any fees, or request reimbursement of any costs, related to USDA Foods.

**5. Vendor Certification Statements (check the applicable box)**

Check one:

- The renewed contract is expected to be less than \$25,000. No certification statements from Vendor are required to be attached.
- The renewed contract is expected to meet or exceed \$25,000 but not to exceed \$100,000. Vendor has completed and attached a signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions form.
- The renewed contract is expected to exceed \$100,000. Vendor has completed and attached: (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-tier Covered Transactions form; (2) Certification Regarding Lobbying form; (3) If applicable, Disclosure of Lobbying Activities form.

**Signatures**

SFA Name: \_\_\_\_\_

Name of Authorized SFA Representative: \_\_\_\_\_

Title: \_\_\_\_\_


Signature of Authorized SFA Representative: \_\_\_\_\_

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

Vendor Name: Duluth School District/ISD #709

Name of Authorized Vendor Representative: William Hanson

Title: CFO & Executive Director of Business Services

Signature of Authorized Vendor Representative: 

Date: 05/20/2015



STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
BEMIDJI STATE UNIVERSITY

MEMORANDUM OF AGREEMENT  
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP  
FOR NON-ALLIED HEALTH PROGRAMS

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of BEMIDJI STATE UNIVERSITY, Bemidji, Minnesota (“the College/University”) and Duluth Public Schools ISD #709, Duluth, Minnesota (“the Facility”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

*The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the College/University and to identify the responsibilities of the College/University and the Facility.*

**A. THE PARTIES UNDERSTAND THAT:**

1. The College/University has a Professional Education Program (the “Program”) for qualified students enrolled in the College/University; and
2. The College/University has been given authority to enter into Agreements regarding academic programs; and
3. The Facility has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College/University; and
4. It is in the general interest of the Facility to provide a training site where College/University students can learn and develop skills and qualifications needed to achieve the student’s occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The College/University and the Facility want to cooperate to furnish a training experience at the Facility for students of the College/University enrolled in the Program.

**B. RESPONSIBILITIES OF EACH PARTY**

1. **The College/University agrees to:**
  - a. make arrangements with the Facility for a training experience at the Facility that will support the student’s occupational goals and meet any applicable Program requirements.

- b. make periodic visits to the Facility's training site to observe the student or receive periodic reports from the Facility and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the Facility, as needed.
  - c. discuss with the Facility any problems or concerns arising from the student's participation.
  - d. notify the Facility in the event the student is no longer enrolled in the Program at the College/University.
  - e. keep any necessary attendance and progress records as set forth in the College/University attendance policy.
  - f. assist in the evaluation of the student's performance in the training experience.
2. **The Facility agrees to:**
- a. cooperate with the College/University in providing a mutually agreeable training experience at the Facility that supports the student's educational and occupational goals.
  - b. consult with the College/University about any difficulties arising at the Facility's training site that may affect the student's participation.
  - c. assist in the evaluation of the student's performance and provide time for consultation with the College/University concerning the student, as needed.
  - d. sign the weekly work report to verify the student's attendance.

### 3. **LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 *et seq.*, and other applicable law.

### 4. **TERM OF AGREEMENT**

This Agreement is in effect from July 1, 2015 or when fully executed, and shall remain in effect until June 30, 2019. This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

### 5. **FINANCIAL CONSIDERATION**

- a. Honorarium: In consideration of the above, the University will pay an honorarium not to exceed \$225 for each full time student teacher. Honorariums for placements less than 15 weeks will be prorated. This honorarium will be paid to the Facility OR to the cooperating teacher, for each student assigned as a student teacher. The distribution of these funds will be determined by the current Facility and MNSCU policies and procedures. Distribution will be made by the Facility, unless District policy requires another arrangement. Honorariums shall be encumbered by a purchase order before the beginning of each student teaching

assignment. Payment shall be made after the Bemidji State University verifies the student has completed the student teaching assignment and notifies Accounts Payable to make payment.

- b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its customers pursuant to this Agreement.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. **DATA PRIVACY**

The requirements of Minnesota Statute Section 13.05, subd. 11 apply to this contract. The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 [“the Act”]) that classify the College/University’s written and electronic information as public, private or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the Facility receives a request from a third party for any data provided to the Facility by the College/University, the Facility agrees to immediately notify the College/University. The College/University will give the FACILITY instructions concerning the release of the data to the requesting party before the data is released and the Facility agrees to follow those instructions. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

10. **STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT**

The student assigned to a training experience/internship at the Facility shall be required to sign a Student Training Experience/Internship Agreement (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the Facility.

**11. NON-DISCRIMINATION**

The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

*In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Facility and College/University.*

**DULUTH PUBLIC SCHOOLS**

Name: WK Hanson

Authorized Facility Representative

Title: CFO

Date: 5/15/15

**Minnesota State Colleges and Universities  
BEMIDJI STATE UNIVERSITY**

Name: \_\_\_\_\_

Dean: Dr. James Barta, Dean, HSHE

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

**AS TO FORM AND EXECUTION**

By: (authorized College/University signature)  
*Dr. Patrick Guilfoile*

Title: Associate Vice President of Academic Affairs

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

## *EXAMPLE OF STUDENT DOCUMENT*

### ATTACHMENT A STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT

Name of College/University: \_\_\_\_\_

Name of College/University Program ("the Program"): \_\_\_\_\_

Type of Training Experience/Internship: \_\_\_\_\_

Dates of Training/Internship: \_\_\_\_\_

Student's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Average number of hours to be worked by the Student each week: \_\_\_\_\_

Facility Name and Address: \_\_\_\_\_

Location Where Training will Occur (if different from Facility's Address above): \_\_\_\_\_

Facility Representative's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Activities/Job tasks and skills the Student will learn:**

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

**Tools and Equipment the Student will use:**

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

### STUDENT RESPONSIBILITIES

In exchange for the opportunity to participate in the training experience/ internship at the Facility, the Student agrees to:

1. Keep regular attendance and be on time, both at school and at the Facility's training site. The Student will promptly notify the Facility's training site if unable to report. The Student's placement will automatically terminate if the Student terminates his/her enrollment in the Program or is no longer enrolled as a student at the College/University.
2. Demonstrate honesty, punctuality, courtesy, a cooperative attitude, desirable health and grooming habits, desirable/required dress and a willingness to learn; and
3. Furnish the coordinating College/University instructor with all necessary information and complete all necessary reports requested by the instructor. Submitting falsified reports is cause for immediate expulsion from the Program; and

4. Conform to all rules, regulations, and policies including health, safety, and work environment of the Facility, follow all instructions given by the Facility and always conduct myself in a safe manner; and
5. Consult with the College/University instructor/lab assistant about any difficulties arising at the Facility's training site; and
6. Be present at the Facility's training site on the dates and for the number of hours agreed upon; and
7. Not terminate his/her participation in the training experience at the Facility without first consulting with the College/University's instructor/lab assistant.

The Student also understands and agrees that:

- a. placement and participation in this training experience is not employment with the College/University or Facility;
- b. the Student is not covered by the College/University worker's compensation coverage; and
- c. the Student will not receive any money or compensation or benefits of any kind from the College/University in exchange for his/her participation in the training experience.

The Student also understands that the Facility does not promise or guarantee any future employment for the student.

The Student understands that he/she is responsible for providing his or her own health insurance and for any and all medical expenses incurred by him/her related to any injury, loss or illness sustained by him/her while participating in the training experience at the Facility.

Student's Signature: \_\_\_\_\_

Student's Name (please print): \_\_\_\_\_

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

Name of Student's Parent (required for students under 18 years of age) (please print):  
\_\_\_\_\_

Parent's Signature: \_\_\_\_\_

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

Bemidji State University, part of the Minnesota State Colleges and Universities system, is an Equal Opportunity employer and educator.

## **FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT May 2015**

### **Facilities Management – General**

In the past month the maintenance crews have completed 232 work orders, and are currently working on 412 open work orders.

The District received a \$30,000 check from the City of Duluth for the installation of high efficiency boilers and hot water heaters as related to the LRFP. The program we participated in is the City of Duluth's Commercial and Industrial Conservation Program.

Facilities maintenance trade crews are currently scheduled at OEMS.

Construction has started in HOCHS 3<sup>rd</sup> floor corridor for new meeting break out space.

### **Capital Construction:**

The gym lighting LED retrofit at OEMS was started this week.

The new OEMS field scoreboard is installed.

Facilities is meeting with contractors starting this week to determine summer construction schedules for MacArthur tennis courts, Lakewood's bituminous drive, and Lester Park's hard surface court and fencing.

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

- Environmental/Health/Safety
  - Paint Care Program: The new program will allow us to dispose of used latex and oil based paint through local paint stores at no cost. Previously, WLSSD recycled good paint, but unusable paint cost \$3.80 per gallon for disposal.
  - Vent strapping was added to Denfeld diffusers in the Gym to prevent them from falling. A student was hit by a diffuser falling from the ceiling when a ball was kicked and knocked the diffuser loose during a game of kickball.
  - Vinyl numbers are being ordered to place in classroom windows for all schools. This is for emergency personnel to see from the outside of the building if they respond to an incident.
  
- Workers' Compensation Activities
  - Mediation was completed for an employee. A claim settlement has been agreed upon including a separation agreement.
  - OSHA Recordable: 4 recordable incidents. Two falls, one slip and fall, and one laceration.
  - Incidents Reported: 26 injuries reported.

### **Risk Management**

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

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2015

110

FQA: 06-870-335-386-732

OEMS RAIN LEADER FAILURE

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>
04/14/2015	AJS013403	277638	00000948	V34360	JAMAR COMPANY	BUILDING ACQUISITION/CONSTRUCT	927943	OH	5,205.73	0.00	5,205.73
						<b>Object 152000</b>		<b>Total:</b>	5,205.73	0.00	5,205.73
						<b>FQA 06-870-335-386-732</b>		<b>Total:</b>	5,205.73	0.00	5,205.73

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

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
04/17/2015	184831	310706	00638592	V44924	EPA AUDIO VISUAL INC	PANASONIC CANISTER4000, 4TB HD	928513	OH	19,187.41	0.00	19,187.41
						<b>Object 152000</b>		<b>Total:</b>	19,187.41	0.00	19,187.41
						<b>FQA 06-871-215-000-000</b>		<b>Total:</b>	19,187.41	0.00	19,187.41

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

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>
04/17/2015	184831	310706	00638592	V44924	EPA AUDIO VISUAL INC	PANASONIC CANISTER4000, 4TB HD	928513	OH	19,187.41	0.00	19,187.41
						<b>Object 152000</b>		<b>Total:</b>	19,187.41	0.00	19,187.41
						<b>FQA 06-871-220-000-000</b>		<b>Total:</b>	19,187.41	0.00	19,187.41

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

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>
04/17/2015	184831	310706	00638592	V44924	EPA AUDIO VISUAL INC	PANASONIC CANISTER4000, 4TB HD	928513	OH	19,768.86	0.00	19,768.86
04/24/2015	8325	278311	00638695	V70893	HOLM DONALD CONSTRUCTION	BUILDING ACQUISITION/CONSTRUCT	929289	OH	286.29	0.00	286.29
04/27/2015	8324	278312	00638695	V70893	HOLM DONALD CONSTRUCTION	BUILDING ACQUISITION/CONSTRUCT	929394	OH	3,974.77	0.00	3,974.77
						<b>Object 152000</b>		<b>Total:</b>	24,029.92	0.00	24,029.92
						<b>FQA 06-871-320-000-000</b>		<b>Total:</b>	24,029.92	0.00	24,029.92

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

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
 Fiscal Year: 2015  
 Object: 152000

**BUILDING ACQUISITION/CONSTRUCT**

111

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
04/01/2015	2015-199	731309	00638433	V106238	NORTHLAND CONSULTING ENG	CIVIL ENGINEERING SERVICES FOR	926522	OH	1,725.00	0.00	1,725.00
04/22/2015	2015-291	731309	00638705	V106238	NORTHLAND CONSULTING ENG	CIVIL ENGINEERING SERVICES FOR	929084	OH	2,925.00	0.00	2,925.00
							<b>Object 152000</b>	<b>Total:</b>	4,650.00	0.00	4,650.00
							<b>FQA 06-871-500-000-000</b>	<b>Total:</b>	4,650.00	0.00	4,650.00

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

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
04/20/2015	4/14/15	731335	00638615	V44024	MN POWER AND LIGHT CO	REMOVAL OF THREE (3) SPANS OF	928698	OH	17,900.00	0.00	17,900.00
04/22/2015	2015-290	731235	00638705	V106238	NORTHLAND CONSULTING ENG	CIVIL ENGINEERING SERVICES FOR	929084	OH	925.00	0.00	925.00
							<b>Object 152000</b>	<b>Total:</b>	18,825.00	0.00	18,825.00
							<b>FQA 06-876-215-000-000</b>	<b>Total:</b>	18,825.00	0.00	18,825.00

**FQA: 06-876-220-000-000 COP 2012A-ORDEAN EAST MS**

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
04/13/2015	331152	731222	00638545	V108734	SPORTAFENCE MARKETING	75% BALANCE REMAINING ON THE P	927742	OH	24,150.00	0.00	24,150.00
04/22/2015	2015-295	731233	00638705	V106238	NORTHLAND CONSULTING ENG	CIVIL ENGINEERING SERVICES FOR	929084	OH	1,650.00	0.00	1,650.00
							<b>Object 152000</b>	<b>Total:</b>	25,800.00	0.00	25,800.00
							<b>FQA 06-876-220-000-000</b>	<b>Total:</b>	25,800.00	0.00	25,800.00

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

**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
04/21/2015	176155	278058	00000959	V34360	JAMAR COMPANY	BUILDING ACQUISITION/CONSTRUCT	928855	OH	6,527.35	0.00	6,527.35
							<b>Object 152000</b>	<b>Total:</b>	6,527.35	0.00	6,527.35
							<b>FQA 06-876-470-000-000</b>	<b>Total:</b>	6,527.35	0.00	6,527.35

**FQA: 06-876-510-000-000 COP 2012A-LESTER PARK**

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL  
 Fiscal Year: 2015  
 Object: 152000

**BUILDING ACQUISITION/CONSTRUCT**

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<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>
04/22/2015	2015-293	731234	00638705	V106238	NORTHLAND CONSULTING ENG	CIVIL ENGINEERING SERVICES TO	929084	OH	4,100.00	0.00	4,100.00
							<b>Object 152000</b>	<b>Total:</b>	4,100.00	0.00	4,100.00
							<b>FQA 06-876-510-000-000</b>	<b>Total:</b>	4,100.00	0.00	4,100.00

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

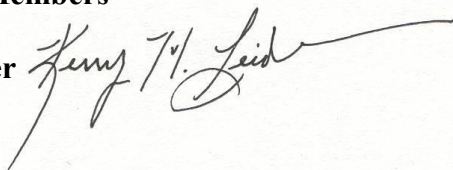
**Object: 152000 BUILDING ACQUISITION/CONSTRUCT**

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
04/17/2015	15009-1	731308	00638611	V107670	MEYER GROUP	ARCHITECTURAL SERVICES RELATED	928506	OH	3,408.00	0.00	3,408.00
04/22/2015	2015-292	731236	00638705	V106238	NORTHLAND CONSULTING ENG	CIVIL ENGINEERING SERVICES TO	929084	OH	6,700.00	0.00	6,700.00
							<b>Object 152000</b>	<b>Total:</b>	10,108.00	0.00	10,108.00
							<b>FQA 06-876-525-000-000</b>	<b>Total:</b>	10,108.00	0.00	10,108.00
<b>Grand Total:</b>									<u>137,620.82</u>	<u>0.00</u>	<u>137,620.82</u>

# Memorandum

**To:** School Board Members

**From:** Kerry M. Leider



**Date:** May 29, 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 May:

<u>Contractor</u>	<u>Amount</u>	<u>Description</u>
Foster Jacobs Johnson, Inc.	\$10,800.00	Engineering services for the 2015 electrical projects at HOCHS, Myers-Wilkins ES, Homecroft ES, Lakewood ES and Denfeld HS

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.