

**Business Committee**  
 Duluth Public Schools, ISD 709  
 Agenda  
 Monday, April 11, 2016  
 District Services Center  
 709 Portia Johnson Dr.  
 Duluth, MN 55811  
 4:30 PM

- 1. Financial Report**
- A. Financial Report 3
  - B. Approval of Payment of Claims  
 This item is attached as an "extra".
  - C. Budget Revisions 28
  - D. Wire Transfers 30
  - E. Investment Transactions 31
  - F. APU/(WADM) Projections 32
  - G. Fundraisers - None
  - H. Child Nutrition Breakfast and Lunch Meal Price Increase 33
    - 1) Attached please find a recommendation to increase the adult school breakfast and lunch prices in order to comply with the MDE and USDA regulations.
    - 2) Attached please find a recommendation to increase the child school lunch prices in order to comply with the Healthy Hunger Free Kids Act of 2010.

Recommendation: It is recommended that the Duluth School Board approve the meal price increases as outlined in the attached documents.
- 2. Bids, R.F.P.s and Quotes Reports**
- A. Bids
    - 1) **PLACEHOLDER** - Bid #1248 – Historic Old Central High School Parking Lot Improvements  
 (Bid due March 31, 2016 @ 2:00 pm)
  - B. R.F.P.s
  - C. Quotes
- 3. Policies and Regulations**
- A. New Policy 101 - Legal Status of the School District 38  
 Attached is MSBA model policy 101 - Legal Status of the School District for the second reading. There is no corresponding current policy that correlates with this new policy.
- Recommendation: It is recommended that the Duluth School Board approve Policy 101 for the second reading.

B. New Policy 101.1 - Name of the School District 41  
 Attached is MSBA model policy 101.1 - Name of the School District for the second reading. There is no corresponding current policy that correlates with this new policy.

Recommendation: It is recommended that the Duluth School Board approve Policy 101.1 for the second reading.

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

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

5. **Resolutions**

A. B-4-16-3359 - Acceptance of Donations to Duluth Public Schools. 42

Recommendation: It is recommended that the Duluth School Board approve Resolution B-4-16-3359.

B. **PLACEHOLDER** - Sale of Property

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

A. Expenditure Contracts 43

Superintendent Gronseth or the CFO/Executive Director of Business and Finance has signed the following contracts during the month of March 2016.

B. Revenue Contracts-None

C. Other Contracts 100

Superintendent Gronseth or the CFO/Executive Director of Business and Finance has signed the following contracts during the month of March 2016.

D. Change Orders Signed-None

E. Facilities Management & Capital Project Status Report 103

F. Quarterly Grants and Donations 105

7. **Future Items**

A. FY 17 Budget Update (May)

B. Policy Updates

C. HOCHS Gymnasium Ceiling and Lighting Replacement

D. FY17 Budget Approval (June)

**Duluth Public Schools - ISD 709  
Cash Flow Report  
Month Ending 02/29/16**

	General Fund	Food Service	Transportation	Community Education	Operating Capital	Construction	Debt Service	Trust & Agency	Dental	Student Activities
	1	2	3	4	5	6	7	8 & 9	20	71 & 79
Cash and investments	1/31/2016 \$ 62,693,604	\$ 933,579	\$ (3,539,137)	\$ 2,246,549	\$ 1,736,630	\$ 3,976,480	\$ 38,918,708	\$ 1,618,931	\$ 275,749	\$ 1,266,998
Receivables (increase)/decrease -	(171,006)	65,441	(2,829)	(10,214)	(1,379)	0	(0)	0	(19,534)	-
Payables increase/(decrease) -	(96,200)	7,939	48,742	67,225	7,998	(63,841)	0	-	-	-
Revenues increase/(decrease) -	9,077,537	279,995	412,298	167,129	132,295	0	656,846	0	73,584	379,552
Expenditures (increase)/decrease -	(11,956,312)	(337,498)	(696,087)	(527,212)	(2,698,665)	(197,601)	(1,500)	-	(81,431)	(382,723)
Cash and investments	2/29/2016 \$ 59,547,623	\$ 949,456	\$ (3,777,013)	\$ 1,943,477	\$ (823,121)	\$ 3,715,038	\$ 39,574,054	\$ 1,618,932	\$ 248,368	\$ 1,263,827

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$		%	\$		%			
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised	
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$30,681	\$30,681	
Interest	3	1	181.4	437	85	413.7	79	79	
Tuition, Fees, Admissions	462	202	128.7	2,203	1,919	14.8	4,072	4,081	
Other Local Revenues	185	175	5.7	1,604	1,832	(12.4)	1,601	1,827	
State Sources	7,354	7,803	(5.8)	51,843	51,324	1.0	86,959	87,387	
Federal Aids from MDE	149	441	(66.3)	3,651	3,775	(3.3)	8,700	9,504	
Federal Direct Aids	602	-	N/A	1,896	854	122.0	2,877	2,878	
Local Sales	323	124	N/A	1,299	1,050	N/A	1,747	1,752	
Sale of Bonds or Loans	-	-	N/A	-	-	N/A	0	0	
<b>Total Revenues</b>	<b>9,077</b>	<b>8,746</b>	<b>3.8</b>	<b>62,933</b>	<b>60,839</b>	<b>3.4</b>	<b>136,716</b>	<b>138,189</b>	
<b>Expenditures</b>									
Salaries	5,047	4,928	(2.4)	34,151	33,385	(2.3)	61,064	61,754	
Benefits	2,216	2,155	(2.8)	15,249	14,996	(1.7)	29,832	30,032	
Purchased Services	1,403	908	(54.5)	7,461	7,061	(5.7)	13,406	13,966	
Supplies & Materials	493	312	(58.1)	2,947	3,382	12.9	5,314	6,307	
Chargebacks	(0)	-	N/A	(0)	-	N/A	55	54	
Capital Expenditures	2,783	2,698	(3.2)	5,805	5,204	(11.6)	9,491	9,181	
Debt Service	2	556	99.7	22,782	21,206	(7.4)	20,930	22,809	
Other	12	4	(199.2)	142	192	26.1	1,237	1,010	
<b>Total Expenditures</b>	<b>11,956</b>	<b>11,561</b>	<b>(3.4)</b>	<b>88,538</b>	<b>85,426</b>	<b>(3.6)</b>	<b>141,329</b>	<b>145,112</b>	
Transfers In (Out)	0	0	N/A	0	0	N/A	0	0	
<b>Operating Excess (Deficit)</b>	<b>(2,879)</b>	<b>(\$2,815)</b>	<b>(2.3)</b>	<b>(25,605)</b>	<b>(\$24,587)</b>	<b>(4.1)</b>	<b>(\$4,613)</b>	<b>(\$6,923)</b>	

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

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%		
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$9,661	\$9,661
Interest	3	1	162.0	22	79	(72.7)	55	55
Tuition, Fees, Admissions	200	71	181.7	719	494	45.6	1,898	1,907
Other Local Revenues	29	72	(59.3)	655	929	(29.5)	305	500
State Sources	6,621	7,036	(5.9)	46,793	45,549	2.7	76,025	76,447
Federal Aids from MDE	9	237	(96.2)	2,347	2,488	(141)	6,274	7,062
Federal Direct Aids	114	0	N/A	44	(114)	138.9	135	136
Local Sales	0	0	N/A	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
<b>Total Revenues</b>	<b>6,976</b>	<b>7,417</b>	<b>(5.9)</b>	<b>50,580</b>	<b>49,425</b>	<b>1,155</b>	<b>94,351</b>	<b>95,767</b>
<b>Expenditures</b>								
Salaries	4,472	4,383	(2.0)	30,199	29,542	(657)	54,200	54,912
Benefits	1,866	1,835	(1.7)	12,795	12,671	(124)	26,025	26,203
Purchased Services	549	468	(17.4)	4,045	3,792	(253)	7,249	7,556
Supplies & Materials	125	77	(62.2)	1,222	998	(224)	1,654	2,514
Chargebacks	(0)	0	N/A	(3)	(4)	(1)	(329)	(329)
Capital Expenditures	19	14	(37.7)	141	571	430	331	260
Debt Service	0	0	N/A	0	47	47	20	20
Other	2	1	(79.3)	90	143	53	1,017	797
<b>Total Expenditures</b>	<b>7,032</b>	<b>6,778</b>	<b>(3.8)</b>	<b>48,490</b>	<b>47,760</b>	<b>(730)</b>	<b>90,168</b>	<b>91,932</b>
Transfers In (Out)	0	0	N/A	(4,183)	(6,347)	0	(4,183)	(4,183)
<b>Operating Excess (Deficit)</b>	<b>(\$57)</b>	<b>\$639</b>	<b>(108.9)</b>	<b>(\$2,093)</b>	<b>(\$4,682)</b>	<b>\$2,589</b>	<b>(\$0)</b>	<b>(\$348)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%		
Levy	\$0	\$0	N/A	\$0	\$0	\$0	\$9,174	\$9,174
Interest	3	1	162.0	22	79	(57)	55	55
Tuition, Fees, Admissions	12	3	286.3	504	367	137	1,480	1,480
Other Local Revenues	28	99	(71.4)	250	362	(112)	305	334
State Sources	6,598	7,036	(438)	45,957	44,901	1,056	64,985	64,985
Federal Aids from MDE	0	0	N/A	0	1	(1)	0	0
Federal Direct Aids	0	0	N/A	0	0	0	0	0
Local Sales	0	0	N/A	0	0	0	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0
<b>Total Revenues</b>	<b>6,641</b>	<b>7,139</b>	<b>(498)</b>	<b>46,733</b>	<b>45,710</b>	<b>1,023</b>	<b>75,999</b>	<b>76,028</b>
<b>Expenditures</b>								
Salaries	3,729	3,612	(117)	25,134	24,313	(821)	44,336	44,343
Benefits	1,548	1,514	(34)	10,045	9,844	(201)	20,751	20,747
Purchased Services	493	385	(108)	3,536	3,354	(182)	6,356	6,316
Supplies & Materials	109	58	(51)	960	736	(224)	1,211	1,710
Chargebacks	(1)	(20)	(19)	(6)	(27)	(21)	(1,361)	(1,362)
Capital Expenditures	17	9	(8)	116	316	200	250	205
Debt Service	0	0	0	0	47	47	20	20
Other	0	1	1	58	90	32	251	(22)
<b>Total Expenditures</b>	<b>5,896</b>	<b>5,559</b>	<b>(337)</b>	<b>39,843</b>	<b>38,673</b>	<b>(1,170)</b>	<b>71,815</b>	<b>71,957</b>
Transfers In (Out)	0	0	0	(4,183)	(6,347)	0	(4,183)	(4,183)
<b>Operating Excess (Deficit)</b>	<b>\$745</b>	<b>\$1,580</b>	<b>(835)</b>	<b>\$2,707</b>	<b>\$690</b>	<b>\$2,017</b>	<b>(\$0)</b>	<b>(\$112)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%		
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$487	\$487
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	188	68	177.1	215	127	88	418	427
Other Local Revenues	1	(27)	103.7	405	567	(162)	0	166
State Sources	22	0	N/A	835	648	187	11,040	11,462
Federal Aids from MDE	9	237	(96.2)	2,347	2,487	(140)	6,274	7,062
Federal Direct Aids	114	0	N/A	44	(114)	158	135	136
Local Sales	0	0	N/A	0	0	0	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0
<b>Total Revenues</b>	<b>335</b>	<b>278</b>	<b>20.5</b>	<b>3,847</b>	<b>3,715</b>	<b>132</b>	<b>18,353</b>	<b>19,739</b>
<b>Expenditures</b>								
Salaries	742	771	3.7	5,065	5,229	164	9,863	10,569
Benefits	318	321	1.1	2,749	2,827	78	5,274	5,456
Purchased Services	56	83	32.6	509	438	(71)	893	1,240
Supplies & Materials	16	19	17.8	262	262	(0)	443	804
Chargebacks	0	20	98.1	4	23	19	1,032	1,032
Capital Expenditures	2	5	51.1	25	255	230	81	55
Debt Service	0	0	N/A	0	0	0	0	0
Other	2	0	N/A	32	53	21	766	819
<b>Total Expenditures</b>	<b>1,136</b>	<b>1,219</b>	<b>6.8</b>	<b>8,647</b>	<b>9,087</b>	<b>440</b>	<b>18,353</b>	<b>19,975</b>
Transfers In (Out)	0	0	N/A	0	0	0	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$801)</b>	<b>(941)</b>	<b>14.9</b>	<b>(\$4,800)</b>	<b>(\$5,372)</b>	<b>\$572</b>	<b>(\$0)</b>	<b>(\$236)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - TO - DATE			ANNUAL BUDGET	
	\$		%	\$		%	Adopted	Revised
	FY2016	FY2015	Variance	FY2016	FY2015	Variance		
Levy	\$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	N/A	7	3	128.3	14	14
State Sources	21	28	(25.1)	112	136	(24)	156	156
Federal Aids from MDE	140	204	(31.5)	1,256	1,270	(14)	2,264	2,280
Federal Direct Aids	0	0	N/A	0	0	N/A	0	0
Local Sales	118	124	(4.7)	659	684	(25)	1,206	1,206
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
<b>Total Revenues</b>	<b>280</b>	<b>356</b>	<b>(21.5)</b>	<b>2,034</b>	<b>2,093</b>	<b>(59)</b>	<b>3,640</b>	<b>3,655</b>
<b>Expenditures</b>								
Salaries	103	103	(0.1)	707	666	(41)	1,155	1,155
Benefits	40	38	(5.5)	268	246	(22)	429	429
Purchased Services	5	4	(26.7)	28	36	8	115	115
Supplies & Materials	189	180	(5.2)	1,025	1,061	36	1,990	2,000
Chargebacks	0	0	N/A	1	1	0	158	158
Capital Expenditures	0	13	100.0	61	121	60	34	50
Debt Service	0	0	N/A	0	0	N/A	0	0
Other	0	0	N/A	13	14	1	20	20
<b>Total Expenditures</b>	<b>337</b>	<b>338</b>	<b>0.1</b>	<b>2,103</b>	<b>2,145</b>	<b>42</b>	<b>3,902</b>	<b>3,927</b>
Transfers In (Out)	0	0	N/A	0	0	0	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$58)</b>	<b>\$18</b>	<b>(422.0)</b>	<b>(\$69)</b>	<b>(\$52)</b>	<b>(\$17)</b>	<b>(\$262)</b>	<b>(\$273)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2016	FY2015	Variance	Variance	FY2016	FY2015	Variance	Variance		
Lewy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	5	5
State Sources	412	383	29	7.6	1,573	2,150	(577)	(26.8)	5,675	5,675
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	6	(6)	(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>412</b>	<b>383</b>	<b>29</b>	<b>7.6</b>	<b>1,573</b>	<b>2,156</b>	<b>(583)</b>	<b>(27.0)</b>	<b>5,680</b>	<b>5,680</b>
<b>Expenditures</b>										
Salaries	107	103	(4)	(3.6)	674	708	34	4.7	1,199	1,199
Benefits	78	69	(9)	(12.9)	487	458	(29)	(6.3)	730	730
Purchased Services	495	273	(222)	(81.2)	2,092	2,144	52	2.4	3,921	3,921
Supplies & Materials	17	31	14	43.8	127	220	93	42.3	384	384
Chargebacks	0	0	(0)	N/A	1	1	0	47.4	1	1
Capital Expenditures	0	0	0	N/A	178	2	(176)	(8,795.3)	281	281
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	1	1	0	36.2	1	1
<b>Total Expenditures</b>	<b>697</b>	<b>476</b>	<b>(221)</b>	<b>(46.4)</b>	<b>3,559</b>	<b>3,534</b>	<b>(25)</b>	<b>(0.7)</b>	<b>6,518</b>	<b>6,518</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$284)</b>	<b>(\$93)</b>	<b>(\$191)</b>	<b>(205.9)</b>	<b>(\$1,985)</b>	<b>(\$1,378)</b>	<b>(\$607)</b>	<b>(44.1)</b>	<b>(\$838)</b>	<b>(\$838)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET	
	FY2016	FY2015	Variance \$	FY2016	FY2015	Variance \$	Adopted	Revised
			%			%		
Lewy	\$0	\$0	N/A	\$0	\$0	N/A	\$963	\$963
Interest	0	0	N/A	0	0	N/A	0	0
Tuition, Fees, Admissions	153	131	17.1	1,179	1,055	11.8	1,586	1,586
Other Local Revenues	13	30	(57.1)	118	156	(24.7)	78	109
State Sources	1	67	(98.7)	1,483	1,290	15.0	2,003	2,009
Federal Aids from MDE	0	0	N/A	48	17	182.2	162	163
Federal Direct Aids	0	0	N/A	879	(37)	2,476.2	1,773	1,773
Local Sales	0	0	N/A	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	N/A	0	0
<b>Total Revenues</b>	<b>167</b>	<b>228</b>	<b>(26.7)</b>	<b>3,707</b>	<b>2,481</b>	<b>49.4</b>	<b>6,564</b>	<b>6,602</b>
<b>Expenditures</b>								
Salaries	294	273	(7.8)	2,003	1,885	(6.3)	3,570	3,572
Benefits	127	113	(12.1)	870	808	(7.7)	1,387	1,409
Purchased Services	82	153	46.1	670	660	(1.5)	1,242	1,261
Supplies & Materials	22	6	(259.8)	137	131	(4.2)	281	282
Chargebacks	0	0	N/A	1	2	28.0	224	224
Capital Expenditures	0	0	N/A	3	11	68.2	12	14
Debt Service	0	0	N/A	0	0	N/A	0	0
Other	2	2	(0.1)	13	17	23.8	156	147
<b>Total Expenditures</b>	<b>527</b>	<b>547</b>	<b>3.6</b>	<b>3,698</b>	<b>3,514</b>	<b>(5.2)</b>	<b>6,871</b>	<b>6,909</b>
Transfers In (Out)	0	0	N/A	0	0	N/A		
<b>Operating Excess (Deficit)</b>	<b>(\$360)</b>	<b>(\$319)</b>	<b>(12.9)</b>	<b>\$9</b>	<b>(\$1,033)</b>	<b>100.9</b>	<b>(\$307)</b>	<b>(\$307)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	
	FY2016	FY2015	FY2016	FY2015	Adopted	Revised
	\$	\$	\$	\$	\$	\$
		Variance	Variance	Variance		
		%	%	%		
Lewy	\$0	\$0	N/A	\$0	\$1,029	\$1,029
Interest	0	0	N/A	0	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	0
Other Local Revenues	3	1	187.7	16	16	16
State Sources	129	118	9.7	616	972	972
Federal Aids from MDE	0	0	N/A	0	0	0
Federal Direct Aids	0	0	N/A	0	0	0
Local Sales	0	0	N/A	22	0	5
Sale of Bonds or Loans	0	0	N/A	0	0	0
<b>Total Revenues</b>	<b>132</b>	<b>119</b>	<b>11.2</b>	<b>708</b>	<b>2,017</b>	<b>2,022</b>
<b>Expenditures</b>						
Salaries	66	60	(10.4)	538	856	831
Benefits	27	24	(12.5)	219	335	335
Purchased Services	20	4	(408.7)	56	0	154
Supplies & Materials	0	18	100.0	724	450	512
Chargebacks	0	0	N/A	0	0	0
Capital Expenditures	2,584	2,567	(0.7)	3,593	3,766	3,651
Debt Service	0	0	N/A	0	0	0
Other	1	0	(1)	0	0	1
<b>Total Expenditures</b>	<b>2,699</b>	<b>2,673</b>	<b>(1.0)</b>	<b>4,511</b>	<b>5,406</b>	<b>5,484</b>
Transfers In (Out)	0	0	N/A	6,347	4,183	4,183
<b>Operating Excess (Deficit)</b>	<b>(\$2,566)</b>	<b>(\$2,554)</b>	<b>(0.5)</b>	<b>\$380</b>	<b>\$795</b>	<b>\$722</b>

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

Revenues	CURRENT MONTH			YEAR-TO-DATE			ANNUAL BUDGET		
	\$		%	\$		%	\$		%
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised	
Levy	\$0	\$0		\$0	\$0		\$1,018	\$1,018	
Interest	0	0		0	1	(1)	-	-	
Tuition, Fees, Admissions	0	0		0	0	0	0	0	
Other Local Revenues	0	0		0	5	(5)	0	0	
State Sources	0	0		168	168	0	168	168	
Federal Aids from MDE	0	0		0	0	0	0	0	
Federal Direct Aids	0	0		0	0	0	0	0	
Local Sales	0	0		0	0	0	0	0	
Sale of Bonds or Loans	0	0		0	0	0	0	0	
<b>Total Revenues</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>169</b>	<b>174</b>	<b>(5)</b>	<b>1,187</b>	<b>1,187</b>	<b>(3.1)</b>
<b>Expenditures</b>									
Salaries	5	6	1	46	46	(0)	84	84	(1.1)
Benefits	2	2	0	16	16	0	26	26	1.3
Purchased Services	9	1	(8)	79	108	29	20	101	27.0
Supplies & Materials	1	0	(1)	56	10	(46)	33	92	(462.4)
Chargebacks	0	0	(0)	0	0	(0)	0	0	N/A
Capital Expenditures	180	104	(76)	1,839	906	(933)	5,068	4,925	(103.0)
Debt Service	0	0	0	0	0	(0)	0	0	N/A
Other	1	1	0	5	5	0	8	10	0.3
<b>Total Expenditures</b>	<b>198</b>	<b>114</b>	<b>(84)</b>	<b>2,041</b>	<b>1,091</b>	<b>(950)</b>	<b>5,238</b>	<b>5,238</b>	<b>(87.1)</b>
Transfers In (Out)	0	0	0	0	0	0	0	0	N/A
<b>Operating Excess (Deficit)</b>	<b>(\$198)</b>	<b>(\$114)</b>	<b>(\$84)</b>	<b>(\$1,873)</b>	<b>(\$917)</b>	<b>(\$956)</b>	<b>(\$4,051)</b>	<b>(\$4,051)</b>	<b>(104.2)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH			YEAR - T O - DATE			ANNUAL BUDGET	
	FY2016	FY2015	Variance	FY2016	FY2015	Variance	Adopted	Revised
	\$	\$	%	\$	\$	%		
Levy	\$0	\$0	N/A	\$0	\$0	N/A	\$18,010	\$18,010
Interest	0	0	N/A	407	0	407	0	0
Tuition, Fees, Admissions	0	0	N/A	0	0	0	0	0
Other Local Revenues	0	0	N/A	0	0	0	0	0
State Sources	169	171	(0.9)	1,265	1,415	(150)	1,960	1,960
Federal Aids from MDE	0	0	N/A	0	0	0	0	0
Federal Direct Aids	487	0	N/A	972	1,005	(33)	970	970
Local Sales	0	0	N/A	0	0	0	0	0
Sale of Bonds or Loans	0	0	N/A	0	0	0	0	0
<b>Total Revenues</b>	<b>657</b>	<b>171</b>	<b>284.1</b>	<b>2,644</b>	<b>2,420</b>	<b>224</b>	<b>20,940</b>	<b>20,940</b>
<b>Expenditures</b>								
Salaries	0	0	N/A	0	0	0	0	0
Benefits	0	0	N/A	0	0	0	0	0
Purchased Services	0	0	N/A	0	0	0	0	0
Supplies & Materials	0	0	N/A	0	0	0	0	0
Chargebacks	0	0	N/A	0	0	0	0	0
Capital Expenditures	0	0	N/A	0	0	0	0	0
Debt Service	2	556	99.7	22,782	21,159	(1,623)	20,910	22,789
Other	0	0	N/A	0	0	0	0	0
<b>Total Expenditures</b>	<b>2</b>	<b>556</b>	<b>99.7</b>	<b>22,782</b>	<b>21,159</b>	<b>(1,623)</b>	<b>20,910</b>	<b>22,789</b>
Transfers In (Out)	0	0	N/A	0	0	0	0	0
<b>Operating Excess (Deficit)</b>	<b>\$655</b>	<b>(\$385)</b>	<b>270.2</b>	<b>(\$20,139)</b>	<b>(\$18,739)</b>	<b>(\$1,400)</b>	<b>\$29</b>	<b>(\$1,849)</b>

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2016	FY2015	Variance	%	FY2016	FY2015	Variance	%		
Lewy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	7	4	3	82.8	20	20
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	0	0	0	N/A	0	0	0	N/A	170	170
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
Total Revenues	0	0	0	N/A	7	4	3	82.8	190	190
<u>Expenditures</u>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	200	200	0	0.0	200	200
Purchased Services	0	0	0	N/A	0	0	0	N/A	0	0
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
Total Expenditures	0	0	0	N/A	200	200	0	0.0	200	200
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
Operating Excess (Deficit)	\$0	\$0	\$0	N/A	(\$193)	(\$196)	\$3	1.7	(\$10)	(\$10)

STATEMENT OF REVENUES AND EXPENDITURES  
 (IN THOUSANDS)

Revenues	CURRENT MONTH				YEAR-TO-DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2016	FY2015	Variance	Variance	FY2016	FY2015	Variance	Variance		
Lewy	\$0	\$0	\$0	N/A	\$0	\$0	\$0	N/A	\$0	\$0
Interest	0	0	0	N/A	0	0	0	N/A	0	0
Tuition, Fees, Admissions	0	0	0	N/A	0	0	0	N/A	0	0
Other Local Revenues	74	72	2	2.2	650	625	25	4.0	785	785
State Sources	0	0	0	N/A	0	0	0	N/A	0	0
Federal Aids from MDE	0	0	0	N/A	0	0	0	N/A	0	0
Federal Direct Aids	0	0	0	N/A	0	0	0	N/A	0	0
Local Sales	0	0	0	N/A	0	0	0	N/A	0	0
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>74</b>	<b>72</b>	<b>2</b>	<b>2.2</b>	<b>650</b>	<b>625</b>	<b>25</b>	<b>4.0</b>	<b>785</b>	<b>785</b>
<b>Expenditures</b>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	77	74	(3)	(3.6)	401	378	(23)	(6.0)	700	700
Purchased Services	5	5	0	4.7	36	36	(0)	(0.7)	54	54
Supplies & Materials	0	0	0	N/A	0	0	0	N/A	0	0
Chargebacks	0	0	0	N/A	0	0	0	N/A	0	0
Capital Expenditures	0	0	0	N/A	0	0	0	N/A	0	0
Debt Service	0	0	0	N/A	0	0	0	N/A	0	0
Other	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Expenditures</b>	<b>81</b>	<b>79</b>	<b>(2)</b>	<b>(3.1)</b>	<b>437</b>	<b>414</b>	<b>(23)</b>	<b>(5.5)</b>	<b>754</b>	<b>754</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$8)</b>	<b>(\$7)</b>	<b>(\$1)</b>	<b>(12.1)</b>	<b>\$213</b>	<b>\$211</b>	<b>\$2</b>	<b>1.0</b>	<b>\$31</b>	<b>\$31</b>

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

Revenues	CURRENT MONTH				YEAR - TO - DATE				ANNUAL BUDGET	
	\$		%		\$		%		Adopted	Revised
	FY2016	FY2015	Variance	Variance	FY2016	FY2015	Variance	Variance		
Levy	\$0	\$0		N/A	\$0	\$0		N/A	\$0	\$0
Interest	0	0	0	N/A	0	1	(1)	(59.4)	4	4
Tuition, Fees, Admissions	109	0	109	N/A	305	370	(65)	(17.6)	588	588
Other Local Revenues	66	0	66	N/A	116	98	18	17.9	229	229
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	205	0	205	N/A	441	338	103	30.4	542	542
Sale of Bonds or Loans	0	0	0	N/A	0	0	0	N/A	0	0
<b>Total Revenues</b>	<b>380</b>	<b>0</b>	<b>380</b>	<b>N/A</b>	<b>862</b>	<b>807</b>	<b>55</b>	<b>6.8</b>	<b>1,362</b>	<b>1,362</b>
<b>Expenditures</b>										
Salaries	0	0	0	N/A	0	0	0	N/A	0	0
Benefits	0	0	0	N/A	0	0	0	N/A	0	0
Purchased Services	237	0	(237)	N/A	379	229	(150)	(65.7)	805	805
Supplies & Materials	139	0	(139)	N/A	318	238	(80)	(33.6)	522	522
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	7	0	(7)	N/A	19	12	(7)	(62.3)	35	35
<b>Total Expenditures</b>	<b>383</b>	<b>0</b>	<b>(383)</b>	<b>N/A</b>	<b>717</b>	<b>479</b>	<b>(238)</b>	<b>(49.7)</b>	<b>1,362</b>	<b>1,362</b>
Transfers In (Out)	0	0	0	N/A	0	0	0	N/A	0	0
<b>Operating Excess (Deficit)</b>	<b>(\$3)</b>	<b>\$0</b>	<b>(\$3)</b>	<b>N/A</b>	<b>\$145</b>	<b>\$328</b>	<b>(\$183)</b>	<b>(55.9)</b>	<b>(\$0)</b>	<b>(\$0)</b>

BALANCE SHEET

ASSETS	02/29/16	06/30/15	02/28/15	FUND BALANCES	02/29/16	06/30/15	02/28/15
Cash / Investments	\$59,548	\$76,099	\$18,358	Reserved for:			
Taxes & Credits Receivable	3,696	21,333	2,589	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	675	258	139	Nonspendable Inventory	184	184	203
Due from Other Funds	0	403	0	Nonspendable Prepaids	103	103	134
Due from Other MN Districts	0	1,222	0	Staff Development	103	103	108
Due From MDE	7,584	7,792	7,731	Teacher Dev & Eval	185	185	0
Due From Federal thru MDE	58	2,961	58	Basic skills	0	0	0
Due From Federal - Direct	0	2,086	0	Learning development	0	0	0
Due from Other Governments	0	130	0	Desegregation	0	0	0
Inventory	184	184	195	Gifted and Talented	0	0	0
Prepaids	59	103	50	Pupil Transportation Safety	0	0	0
				ECFE	268	268	212
Total Assets	\$71,803	\$112,570	\$29,120	Community Education	534	534	350
				Community Services	254	254	220
				Operating Capital	0	0	0
LIABILITIES				Facilities	3,734	3,734	4,243
Tax and Aid Anticipation Payable	\$ -	\$ -	\$ 4,400	Alternative facilities	1,864	1,864	1,988
Accrued Interest Payable	0	0	0	Restricted Programs	46	46	67
Salaries Payable	765	13,859	537	Bond Refunding	47,259	47,259	0
Accounts Payable	32	1,335	148	Endowment	1,623	1,816	1,625
Due to Other Funds	0	403	0	Encumbrances	0	0	0
Due to Other MN Districts	0	71	0	Severance-Insurance Prem	0	0	3,698
Due to Other Governments	(0)	0	0	Area Learning Center	435	435	22
Claims Payable	317	170	172	Designated for:			
Deferred Revenue	12	450	698	Textbooks	837	837	795
Taxes Levied for Subsequent Yr.	33,795	33,795	31,730	Carryovers	155	155	169
Property tax shift	0	(0)	0	Operating Capital	0	0	0
				Referendum	0	0	0
Total Liabilities	\$34,921	\$50,083	\$37,685	Undesignated	(20,702)	4,710	(22,399)
				Total Fund Balance	\$36,882	\$62,487	(\$8,565)
				Liabilities & Fund Balance	\$71,803	\$112,570	\$29,120

BALANCE SHEET

ASSETS	02/29/16	06/30/15	02/28/15	FUND BALANCES	02/29/16	06/30/15	02/28/15
Cash / Investments	\$14,835	\$9,922	\$20,864	Reserved for:			
Taxes & Credits Receivable	(8,682)	8,955	(9,618)	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	467	60	34	Nonspendable Inventory	90	90	79
Due from Other Funds	0	208	0	Nonspendable Prepaids	94	94	128
Due from Other MN Districts	0	1,222	0	Staff Development	103	103	108
Due From MDE	7,182	7,221	7,365	Teacher Dev & Eval	185	185	0
Due From Federal thru MDE	0	2,711	0	Basic skills	0	0	0
Due From Federal - Direct	0	114	0	Learning development	0	0	0
Due from Other Governments	0	130	0	Integration	0	0	0
Inventory	90	90	82	Gifted and Talented	0	0	0
Prepaids	59	94	50	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	\$13,950	\$30,728	\$18,777	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$4,400	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries & Benefits Payable	(323)	13,362	(475)	Restricted Programs	0	0	0
Accounts Payable	25	706	29	Escrow Account	0	0	0
Due to Other Funds	0	121	0	Severance-Insurance Prem	0	0	3,698
Due to Other MN Districts	0	71	0	Encumbrances	0	0	0
Due to Other Governments	(0)	0	0	Area Learning Center	435	435	22
Claims Payable	317	170	172	Designated for:			
Deferred Revenue	11	283	133	Textbooks	0	0	0
Taxes Levied for Subsequent Yr.	11,120	11,120	10,254	Carryovers	155	155	169
Property tax shift	0	(0)	0	Operating Capital	0	0	0
				Referendum	0	0	0
Total Liabilities	\$11,150	\$25,833	\$14,513	Undesignated	1,740	3,833	60
				Total Fund Balance	\$2,801	\$4,895	\$4,264
				Liabilities & Fund Balance	\$13,951	\$30,728	\$18,777

BALANCE SHEET

Duluth Public Schools - ISD #709  
 February 16  
 Food Service Fund

	02/29/16	06/30/15	02/28/15		02/29/16	06/30/15	02/28/15
<b>ASSETS</b>							
Cash / Investments	\$949	\$856	\$995	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	94	94	121
Accounts / Interest Receivable	13	6	8	Nonspendable Inventory	1	1	1
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	58	130	58	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	94	94	113	Gifted and Talented	0	0	0
Prepaids	0	1	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b>\$1,115</b>	<b>\$1,087</b>	<b>\$1,174</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>							
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Operating Capital	0	0	0
Accrued Interest Payable	0	0	0	Facilities	0	0	0
Salaries Payable	153	11	136	Alternative facilities	0	0	0
Accounts Payable	5	51	10	Restricted Programs	0	0	0
Due to Other Funds	0	0	0	Escrow Account	0	0	0
Due to Other MN Districts	0	0	0	Endowment	0	0	0
Due to Other Governments	0	0	0	Encumbrances	0	0	0
Claims Payable	0	0	0	Designated for:	0	0	0
Deferred Revenue	0	0	0	Textbooks	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	861	930	906
<b>Total Liabilities</b>	<b>\$158</b>	<b>\$62</b>	<b>\$146</b>	<b>Total Fund Balance</b>	<b>\$956</b>	<b>\$1,025</b>	<b>\$1,028</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>\$1,114</b>	<b>\$1,087</b>	<b>\$1,174</b>

BALANCE SHEET

February 16

Transportation Fund

	02/29/16	06/30/15	02/28/15	FUND BALANCES	02/29/16	06/30/15	02/28/15
<b>ASSETS</b>							
Cash / Investments	(\$3,777)	(\$2,051)	(\$2,899)	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	3
Accounts / Interest Receivable	9	38	20	Nonspendable Inventory	0	0	0
Due from Other Funds	0	0	0	Nonspendable Prepaids	2	2	0
Due from Other MN Districts	0	0	0	Staff Development	0	0	0
Due From MDE	31	31	24	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	2	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
<b>Total Assets</b>	<b>(\$3,738)</b>	<b>(\$1,980)</b>	<b>(\$2,855)</b>	Community Education	0	0	0
				Community Services	0	0	0
<b>LIABILITIES</b>							
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Operating Capital	0	0	0
Accrued Interest Payable	0	0	0	Facilities	0	0	0
Salaries Payable	341	19	317	Alternative facilities	0	0	0
Accounts Payable	1	97	4	Restricted Programs	0	0	0
Due to Other Funds	0	0	0	Escrow Account	0	0	0
Due to Other MN Districts	0	0	0	Endowment	0	0	0
Due to Other Governments	0	0	0	Encumbrances	0	0	0
Claims Payable	0	0	0	Designated for:			
Deferred Revenue	0	0	0	Textbooks	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	(4,083)	(2,098)	(3,179)
<b>Total Liabilities</b>	<b>\$342</b>	<b>\$116</b>	<b>\$321</b>	<b>Total Fund Balance</b>	<b>(\$4,081)</b>	<b>(\$2,096)</b>	<b>(\$3,176)</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>(\$3,739)</b>	<b>(\$1,980)</b>	<b>(\$2,855)</b>

BALANCE SHEET

ASSETS	02/29/16	06/30/15	02/28/15	FUND BALANCES	02/29/16	06/30/15	02/28/15
Cash / Investments	\$1,943	\$66	\$631	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	636	636	605	Severance	0	0	0
Accounts / Interest Receivable	13	6	30	Nonspendable Inventory	6	6	5
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	143	311	129	Reemployment comp	0	0	0
Due From Federal thru MDE	0	120	0	Basic skills	0	0	0
Due From Federal - Direct	0	1,972	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	6	0	Pupil Transportation Safety	0	0	0
Total Assets	<u>\$2,735</u>	<u>\$3,116</u>	<u>\$1,395</u>	ECFE	268	268	212
				Community Education	534	534	350
				Community Services	254	254	220
				Operating Capital	0	0	0
				Facilities	0	0	0
				Alternative facilities	0	0	0
				Restricted Programs	46	46	67
				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	9	0	(1,032)
Total Liabilities	<u>\$1,617</u>	<u>\$2,008</u>	<u>\$1,573</u>	Total Fund Balance	<u>\$1,118</u>	<u>\$1,108</u>	<u>(\$178)</u>
				Liabilities & Fund Balance	<u>\$2,735</u>	<u>\$3,116</u>	<u>\$1,395</u>

BALANCE SHEET

ASSETS	02/29/16	06/30/15	02/28/15	FUND BALANCES	02/29/16	06/30/15	02/28/15
Cash / Investments				Reserved for:			
Taxes & Credits Receivable	0	0	0	Severance	\$0	\$0	\$0
Accounts / Interest Receivable	1	14	31	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	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>(\$822)</b>	<b>(\$1,227)</b>	<b>(\$2,101)</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	111	18	119	Restricted Programs	0	0	0
Accounts Payable	0	68	22	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	837	837	795
Deferred Revenue	0	0	0	School Carryover	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Operating Capital	0	0	0
Property tax shift	0	0	0	Undesignated	(1,770)	(2,150)	(3,037)
<b>Total Liabilities</b>	<b>\$111</b>	<b>\$86</b>	<b>\$141</b>	<b>Total Fund Balance</b>	<b>(\$933)</b>	<b>(\$1,313)</b>	<b>(\$2,242)</b>
				<b>Liabilities &amp; Fund Balance</b>	<b>(\$822)</b>	<b>(\$1,227)</b>	<b>(\$2,101)</b>

BALANCE SHEET

ASSETS	02/29/16	06/30/15	02/28/15	FUND BALANCES	02/29/16	06/30/15	02/28/15
Cash / Investments	\$3,715	\$5,833	\$5,322	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	17	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>\$3,732</u>	<u>\$5,849</u>	<u>\$5,339</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	3,734	3,734	4,243
Accrued Interest Payable	0	0	0	Alternative facilities	1,864	1,864	1,988
Salaries Payable	6	3	7	Restricted Programs	0	0	0
Accounts Payable	(0)	248	20	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	(1,873)	0	(919)
Taxes Levied for Subsequent Yr.	0	0	0	Total Fund Balance	<u>\$3,725</u>	<u>\$5,598</u>	<u>\$5,312</u>
Property tax shift	0	0	0				
Total Liabilities	<u>\$6</u>	<u>\$251</u>	<u>\$27</u>	Liabilities & Fund Balance	<u>\$3,732</u>	<u>\$5,849</u>	<u>\$5,339</u>

BALANCE SHEET

ASSETS	02/29/16	06/30/15	02/28/15	FUND BALANCES	02/29/16	06/30/15	02/28/15
Cash / Investments	\$39,574	\$59,713	(\$7,663)	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	11,742	11,742	11,602	Severance	0	0	0
Accounts / Interest Receivable	128	128	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	212	212	196	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepays	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$51,656</u>	<u>\$71,794</u>	<u>\$4,135</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Bond Refundings	47,259	47,259	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	518	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	21,535	21,535	20,446	Undesignated	(17,138)	3,000	(16,829)
Property tax shift	0	0	0	Total Fund Balance	<u>\$30,121</u>	<u>\$50,259</u>	<u>(\$16,829)</u>
Total Liabilities	<u>\$21,535</u>	<u>\$21,535</u>	<u>\$20,964</u>				
				Liabilities & Fund Balance	<u>\$51,656</u>	<u>\$71,794</u>	<u>\$4,135</u>

BALANCE SHEET

	ASSETS		FUND BALANCES		Reserved for:	
	02/29/16	06/30/15	02/29/16	06/30/15	02/28/15	02/28/15
Cash / Investments	\$1,619	\$1,616	\$0	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	0	0	0
Accounts / Interest Receivable	4	4	0	0	0	0
Due from Other Funds	0	195	0	0	0	0
Due from Other MN Districts	0	0	0	0	0	0
Due From MDE	0	0	0	0	0	0
Due From Federal thru MDE	0	0	0	0	0	0
Due From Federal - Direct	0	0	0	0	0	0
Due from Other Governments	0	0	0	0	0	0
Inventory	0	0	0	0	0	0
Prepays	0	0	0	0	0	0
<b>Total Assets</b>	<b>\$1,623</b>	<b>\$1,816</b>	<b>\$1,623</b>	<b>1,816</b>	<b>1,625</b>	<b>1,625</b>
<b>LIABILITIES</b>						
Tax and Aid Anticipation Payable	\$0	\$0	0	0	0	0
Accrued Interest Payable	0	0	0	0	0	0
Salaries Payable	0	0	0	0	0	0
Accounts Payable	0	0	0	0	0	0
Due to Other Funds	0	0	0	0	0	0
Due to Other MN Districts	0	0	0	0	0	0
Due to Other Governments	0	0	0	0	0	0
Claims Payable	0	0	0	0	0	0
Deferred Revenue	0	0	0	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	0	0	0
Property tax shift	0	0	0	0	0	0
<b>Total Liabilities</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,623</b>	<b>\$1,816</b>	<b>\$1,625</b>	<b>\$1,625</b>
<b>Liabilities &amp; Fund Balance</b>						
	<b>\$1,623</b>	<b>\$1,816</b>	<b>\$1,623</b>	<b>\$1,816</b>	<b>\$1,625</b>	<b>\$1,625</b>

BALANCE SHEET

ASSETS	02/29/16	06/30/15	02/28/15	FUND BALANCES	02/29/16	06/30/15	02/28/15
Cash / Investments	\$248	\$265	\$218	Reserved for:	\$0	\$0	\$0
Taxes & Credits Receivable	0	0	0	Severance	0	0	0
Accounts / Interest Receivable	40	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	\$288	\$266	\$219	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	76	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:	0	0	0
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	115	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	288	75	219
Property tax shift	0	0	0				
Total Liabilities	\$0	\$191	\$0	Total Fund Balance	\$288	\$75	\$219
				Liabilities & Fund Balance	\$288	\$266	\$219

BALANCE SHEET

ASSETS	02/29/16	06/30/15	02/28/15	FUND BALANCES	02/29/16	06/30/15	02/28/15
Cash / Investments	\$1,264	\$1,119	\$1,412	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	0	0	0	Reemployment comp	0	0	0
Due From Federal thru MDE	0	0	0	Basic skills	0	0	0
Due From Federal - Direct	0	0	0	Learning development	0	0	0
Due from Other Governments	0	0	0	Desegregation	0	0	0
Inventory	0	0	0	Gifted and Talented	0	0	0
Prepaids	0	0	0	Pupil Transportation Safety	0	0	0
				ECFE	0	0	0
Total Assets	<u>\$1,264</u>	<u>\$1,119</u>	<u>\$1,412</u>	Community Education	0	0	0
				Community Services	0	0	0
LIABILITIES				Operating Capital	0	0	0
Tax and Aid Anticipation Payable	\$0	\$0	\$0	Facilities	0	0	0
Accrued Interest Payable	0	0	0	Alternative facilities	0	0	0
Salaries Payable	0	0	0	Restricted Programs	0	0	0
Accounts Payable	0	0	0	Escrow Account	0	0	0
Due to Other Funds	0	0	0	Endowment	0	0	0
Due to Other MN Districts	0	0	0	Encumbrances	0	0	0
Due to Other Governments	0	0	0	Designated for:			
Claims Payable	0	0	0	Textbooks	0	0	0
Deferred Revenue	0	0	0	Operating Capital	0	0	0
Taxes Levied for Subsequent Yr.	0	0	0	Undesignated	1,264	1,119	1,412
Property tax shift	0	0	0	Total Fund Balance	<u>\$1,264</u>	<u>\$1,119</u>	<u>\$1,412</u>
Total Liabilities	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>				
				Liabilities & Fund Balance	<u>\$1,264</u>	<u>\$1,119</u>	<u>\$1,412</u>





**ISD #709 - Duluth Public Schools  
ACH & Wire Transfer Summary  
Period Ending 02/29/2016**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
02/12/2016	V79764	DULUTH FEDERATION OF TEA	31,359.77
02/12/2016	V107231	DULUTH TEACHERS CREDIT	7,696.28
02/12/2016	V106637	EBC - FLEX EFT	11,612.98
02/12/2016	V106636	EBC - TSA EFT	76,530.69
02/12/2016	V79771	EDUCATION MN CLERICAL	1,399.12
02/12/2016	V108869	EMPOWER RETIREMENT FOR MSRS	14,999.33
02/12/2016	V102915	FEDERAL 941 PR TAXES	589,899.84
02/12/2016	V108066	MG TRUST	124,930.51
02/12/2016	V05173	MN CHILD SUPPORT EFT	2,732.28
02/12/2016	V108320	MN DEPT OF REVENUE EFT	1,188.79
02/12/2016	V102916	MN STATE PR TAXES	94,421.78
02/12/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	91,514.81
02/12/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	263,189.78
02/12/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,523,169.67
02/22/2016	V106737	ASSOCIATED BANK (EFT)	2,584,392.51
02/22/2016	V06645	MEDICA HEALTH PLAN (EFT)	181,512.10
02/22/2016	V106638	PEIP - HLTH EFT	1,185,759.64
02/22/2016	V80030	DELTA DENTAL PLAN OF MN(EFT)	81,431.46
02/22/2016	V104923	HARRIS BANK	25,925.51
02/22/2016	V05246	MN UI FUND EFT	12,948.58
02/26/2016	V79764	DULUTH FEDERATION OF TEA	31,268.12
02/26/2016	V107231	DULUTH TEACHERS CREDIT	7,646.28
02/26/2016	V106637	EBC - FLEX EFT	11,612.98
02/26/2016	V106636	EBC - TSA EFT	76,943.01
02/26/2016	V79771	EDUCATION MN CLERICAL	1,399.12
02/26/2016	V108869	EMPOWER RETIREMENT FOR MSRS	27,563.51
02/26/2016	V102915	FEDERAL 941 PR TAXES	613,936.87
02/26/2016	V108066	MG TRUST	123,505.38
02/26/2016	V05173	MN CHILD SUPPORT EFT	2,619.59
02/26/2016	V108320	MN DEPT OF REVENUE EFT	738.47
02/26/2016	V102916	MN STATE PR TAXES	98,226.48
02/26/2016	V79708	PUBLIC EMPLOYEES RETIREMENT	100,905.26
02/26/2016	V108783	TEACHERS RETIREMENT ASSOC EFT	261,070.14
02/26/2016	V79704	U S BANK - PY DIRECT DEPOSIT	1,612,419.06
			<u>9,876,469.70</u>

**ISD 709 – Duluth Public Schools**  
**GF Investment Activity for FY 2016**  
**As of February 29, 2016**

**Beginning Investment Balance** (January 31, 2016): \$ **4,550,327.85**

<b>Add Purchases:</b>					Yield	
<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>(YTM)</u>		
N/A					\$	0.00

**Total Purchases** \$ **0.00**

<b>Deduct Maturities/Calls/Sales:</b>					Yield	
<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>(YTM)</u>		
02/01	Mizrahi Tefahot Bank (CA)	MBS	02/01/16	0.20%	\$	249,000.00
02/17	TCM Bank, NA (FL)	MBS	02/17/16	0.25%		249,000.00
02/18	MN Trust Term Series	PMA	02/18/16	0.16%		1,500,000.00
02/23	Bank of Baroda (NY)	MBS	02/23/16	0.30%		249,000.00
02/24	Bank of India (NY)	MBS	02/24/16	0.25%		249,000.00

**Total Maturities** \$ **2,496,000.00**

<b>Other items:</b>			
Add:	Money Market Funds Interest		\$ 166.70
	Beginning Value Adjustment		0.00
	Other Interest/Cash Balance on Account (Reverse)		0.00

Deduct:	Transaction Fees/Other		0.00
	Market Value Adjustment		0.00

**Total Other** \$ **166.70**

**Ending Investment Balance** (February 29, 2016) \$ **2,054,494.55**

Note: Ending Investment Balance as of February 28, 2015 was \$ 414,540.56

**Duluth Public Schools-ISD 709**  
**APU / PU Projection Report - FY 2016**  
**April 2016**

Grade Levels	Apr Enrollment	Progression to PU	Projected PU	PUW	Projected APU	EOY APU 1415
KG	557.5	1.0022538291	558.76	1.00	558.76	626.14
HK	82	0.9969870250	81.75	1.00	81.75	66.48
Gr 1-3	1925.65	0.9948474342	1915.73	1.00	1915.73	1962.97
Gr 4-6	1772.83	0.9862390676	1748.43	1.00	1748.43	1769.40
Gr 7-8	1149.14	0.9680154701	1112.39	1.20	1334.86	1365.14
Gr 9-12	2739.5	0.9535863904	2612.35	1.20	3134.82	3149.47
<b>Sub-Total</b>	8226.62				<b>8774.35</b>	<b>8939.61</b>
<b>Other APU Generators</b>						
	Apr Enrollment	Progression to PU	Projected PU	PUW	Projected APU	EOY APU 1415
<b>Early Childhood</b>	252	0.396535234	99.93	1.000	99.93	93.34
Early Childhood Details	Final Count	Apr 1 Count	Final PU			
12-13	344.00	216	91.75			
13-14	368.00	223	83.09			
14-15	371.00	252	93.34			
15-16*		252	99.93			
<b>Resident Tuition**</b>						
Resident Tuition Details		Total APU			39.28	
12-13		48.46				
13-14		36.47				
14-15		32.90				
15-16*		39.28				
<b>ALC**</b>						
ALC Details		Total APU			263.31	
12-13		273.97				
13-14		237.86				
14-15		278.11				
15-16*		263.31				
<b>Projected Total APU</b>					<b>8874.28</b>	<b>9032.95</b>
<b>Budgeted APU</b>					8945.50	
<b>Net</b>					-71.22	

\* Projected

\*\* Included in Grade level projections

## CHILD NUTRITION MEMORANDUM

**To:** William Hanson, CFO/Executive Director of Business Services

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

**Date:** 3/2/2016

**Re:** Breakfast and Lunch Meal Price Increase

Due to the Healthy Hunger-Free Kids Act of 2010, signed into law December, 2010, requiring schools to charge students for paid meals at a price that is, on average, equal to the difference between the federal free meal reimbursements and any state reimbursements, and paid meal reimbursement. Schools that currently charge less are required to gradually increase their prices over time until they meet the requirement. Because our current lunch price does not meet the paid lunch equity price we are required to increase our lunch price by ten cents.

Current Paid Lunch Prices		Proposed Paid Lunch Prices	
Elementary	\$2.30	Elementary	\$2.40
Secondary	\$2.55	Secondary	\$2.65

Also, the Act establishes a maximum annual increase in the required paid increases of \$.10 annually. The weighted average for a paid meal is \$2.78 and the Child Nutrition Department must adjust their average lunch price toward the \$2.78.

**Child Nutrition**

# Memo

**To:** William Hanson  
**From:** Pam Bowe, R.D.L.D.  
**Date:** 2/23/2016  
**Re:** Adult Meal Price Increase

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The Department of Education, Nutrition, Health and Youth Development and USDA have informed us that the minimum price for adult meals has increased. The minimum price of adult meals has increased to \$2.15 for breakfast and \$3.80 for lunch. Meals purchased by adults must be priced high enough so that the cost of the meal is fully paid by the customer. The Child Nutrition Department proposes that we raise our adult breakfast meal prices to \$2.25 per meal in order to cover raw food and labor costs. The Child Nutrition Department proposes that we raise our adult lunch prices to \$3.80 to match the recommended amount. This increase would begin on June 13, 2016.

Enclosure

**Minnesota** Department of  
**Education**

Food Service Operations

## **Summer Food Service Program**

### **2016 Minimum Meal Prices for Adults**

Summer Food Service Program funds may not subsidize non-program meals. Meals purchased by adults must be priced high enough so that the cost of the meal is fully paid by the customer.

The minimum meal prices for adults shown below are set by the current rate of federal reimbursement received for each meal type, including the value of U.S. Department of Agriculture (USDA) Foods, and rounded up to the nearest five cents.

#### **Minimum Adult Prices**

**Breakfast: \$2.15**

**Lunch: \$3.80**

**Snack: \$.95**

After the Healthy, Hunger –Free Kids Act of 2010 was signed into law in December of 2010, there was a provision that was enacted to ensure that sufficient funds are provided for lunches served to students not eligible for free or reduced price meals. This Paid Lunch Equity process was implemented by USDA beginning in 2011. Each school year USDA sets the charge for paid lunches. If the Child Nutrition Department does not meet the paid lunch equity price that is set by USDA, the Child Nutrition Department is required to raise its lunch prices to match the set price. The maximum amount a lunch price can be raised is .10 or ten cents per school year.

Beginning in 2011, the lunch price has gone up 10 cents. In 2014 and 2015, according to the set Paid Lunch Equity a price increase was not required. For 2016, the Paid Lunch Equity has been set at \$2.78.

### Meal Price History

	9/1/15	9/1/14	9/5/13	9/6/12	9/7/11	6/10/10	9/1/09	9/4/08	10/1/07	9/6/07	9/8/06	9/1/05
Elementary Lunch	\$ 2.30	\$ 2.30	\$ 2.30	\$ 2.20	\$ 2.10	\$ 2.00	\$ 2.00	\$ 2.00	\$ 1.75	\$ 1.75	\$ 1.75	\$ 1.50
Secondary Lunch	\$ 2.55	\$ 2.55	\$ 2.55	\$ 2.45	\$ 2.35	\$ 2.25	\$ 2.25	\$ 2.25	\$ 2.00	\$ 2.00	\$ 2.00	\$ 1.75
Reduced Lunch *	\$ -	\$ -	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40
Milk per carton	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.30	\$ 0.30	\$ 0.25
Adult Lunch	\$ 3.75	\$ 3.60	\$ 3.60	\$ 3.60	\$ 3.60	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.00	\$ 3.00	\$ 2.75	\$ 2.75
Adult Breakfast	\$ 2.10	\$ 2.10	\$ 2.10	\$ 2.10	\$ 2.10	\$ 2.00	\$ 1.75	\$ 1.75	\$ 1.50	\$ 1.50	\$ 0.75	\$ 1.35
Student Breakfast **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.50	\$ 1.50	\$ 1.50	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.60
Student Reduced Breakfast**	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30

\*The Governor and State Legislature adopted legislation to pay the .40 cents per meal for families that qualified for reduced lunches. This reimbursement is paid on the Monthly Meals Claim.

\*\*The Child Nutrition Department began district wide to offer breakfast at no charge to any student in an effort to prevent overt identification of free or reduced students and encourage breakfast participation.

## **101 LEGAL STATUS OF THE SCHOOL DISTRICT**

### **I. PURPOSE**

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

### **III. RELATIONSHIP TO OTHER ENTITIES**

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

### **IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT**

- A. Funds
  - 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools and authority to manage and expend such funds, subject to applicable law.
  - 2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
  - 3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.

B. Raising Funds

1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
2. The school district may issue bonds in accordance with the provisions of Minn. Stat. Ch. 475, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers, and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minn. Stat. § 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

New Policy – First Reading March 22, 2016

**Legal References:** Minn. Const. art. 13, § 1  
 Minn. Stat. Ch. 123B (School Districts, Powers and Duties)  
 Minn. Stat. Ch. 179A (Public Employment Labor Relations)  
 Minn. Stat. § 465.035 (Conveyance or Lease of Land)  
 Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties of Political Subdivisions)  
*Minnesota Association of Public Schools v. Hanson*, 287 Minn. 415, 178 N.W.2d 846 (1970)  
*Independent School District No. 581 v. Mattheis*, 275 Minn. 383, 147 N.W.2d 374 (1966)  
*Village of Blaine v. Independent School District No. 12*, 272 Minn. 343, 138 N.W.2d 32 (1965)  
*Huffman v. School Board*, 230 Minn. 289, 41 N.W.2d 455 (1950)  
*State v. Lakeside Land Co.*, 71 Minn. 283, 73 N.W.970 (1898)

**Cross References:** MSBA/MASA Model Policy 201 (Legal Status of School Board)  
 MSBA/MASA Model Policy 603 (Curriculum Development)  
 MSBA/MASA Model Policy 604 (Instructional Curriculum)  
 MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)  
 MSBA/MASA Model Policy 705 (Investments)  
 MSBA/MASA Model Policy 706 (Acceptance of Gifts)  
 MSBA/MASA Model Policy 801 (Equal Access to School Facilities)  
 MSBA Service Manual, Chapter 3, Employee Negotiations  
 MSBA Service Manual, Chapter 13, School Law Bulletin “F” (Contract and Bidding Procedures)

## 101.1 NAME OF THE SCHOOL DISTRICT

### I. PURPOSE

The purpose of this policy is to clarify the name of the school district.

### II. GENERAL STATEMENT OF POLICY

Pursuant to statute, the official name of the school district is Independent School District No. 709. However, the school district is often referred to by other informal names. In order to avoid confusion and to encourage consistency in school district letterheads, signage, publications and other materials, the school board intends to establish a uniform name for the school district.

### III. UNIFORM NAME

- A. The name of the school district shall be *Duluth Public Schools*.
- B. The name specified above may be used to refer to the school district and may be shown on school district letterheads, signage, publications and other materials.
- C. In official communications and on school district ballots, the school district shall be referred to as *Independent School District No. 709 Duluth Public Schools* but inadvertent failure to use the correct name shall not invalidate any legal proceeding or matter or affect the validity of any document.

New Policy 101.1 – First Reading March 22, 2016

**Legal References:** Minn. Stat. § 123A.55 (Classes, Number)

**Cross References:**

**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/ORGANIZATION</b>	<b>RESTRICTION</b>	<b>AMOUNT</b>
Homecroft Elementary		Hermantown Federal Credit Union	Kindergarten Field Trip	200.00
Lincoln Park		Northland Foundation	Glass Fundraising Project	929.00
Homecroft Elementary		Maurices	None	25.00
District Wide	Anne	Whitworth	Middle School Swim Program	100.00
Lincoln Park		Maurices	None	25.00
			<b>TOTAL</b>	<b>1,279.00</b>

Expenditure Contracts Signed – March 2016

For your information, the Superintendent or the Director of Business Services has signed the following contracts, during the month of March 2016:

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
Doug Bowen-Bailey/Digiterp Communications	\$5,000.00	Spec Serv	Interpreter Services
U.S. District Court District of MN	300.00	General	Asian American Experience Exhibit
Avalon Educational Institute	3,000.00	OEE	Martial Arts Demonstrations
Jonathan Thunder	2,400.00	Curriculum	Artist in Residence
Duluth Fiber Handcrafters Guild	700.00	Curriculum	Art Teacher Workshop
University of Minnesota	3,808.00	Spec Serv	Speech Language Hearing Clinic
St. Germain's Glass (Quote4235)	19,630.00	Facilities	HOCHS Secure Entrance Modifications
St. Germain's Glass (Quote 4236)	10,947.00	Facilities	East High School Event Door Modifications
Foster Jacobs & Johnson, Inc.	3,900.00	Facilities	HOCHS High School Gym Ceiling Renovations
Braun Intertec Corporation	7,424.00	Facilities	Denfeld High CTE Addition
Foster Jacobs & Johnson, Inc.	2,800.00	Facilities	HOCHS Technology Closet Cooling
Dr. Kathy Thomsen	600.00	General	Staff Development Training
Maxwell Kelsey	2,250.00	AIE	Lacrosse Sticks



...where theory  
meets practice...

**INDIVIDUAL OR AGENCY – INTERPRETER AGREEMENT**

This Consultant Agreement is by and between Digiterp Communications and ISD 709. Services to be provided and other details have been listed below.

Name/Agency: Doug Bowen-Bailey/Digiterp Communications

Address: 728 East 7<sup>th</sup> Street Duluth MN 55805

Telephone #(s): (218) 310-7940

Social Security or  
Federal ID Number: 81-0928148

Description of Service  
to be Provided: Interpreting Services as needed by the school district  
Population to be  
Served: students and staff requiring ASL-English interpreting Services

Location and times of Services: Any ISD 709 location

Required Qualifications: Nationally Certified Interpreter File Folder # If Needed: MRID Member

Date(s) of Service: February 19, 2016 – June 30, 2016

Rate of Pay: \$40 per hour for services – Minimum of two hours per assignment

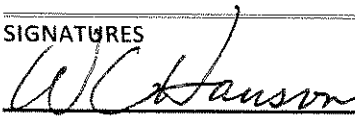
Invoicing Procedure: send invoices to Dena Hagen

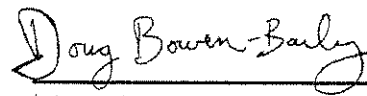
Cancellation Requirements: Organization reserves the right to cancel this agreement due to severe weather or low enrollment. In either case, organization assumes no financial obligation for this agreement

Relationship: The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. The provider shall not become an employee of the Agency (BRIC) by acting under this Agreement and the provider shall be responsible for the payment of any taxes, fees or costs resulting from the above compensation. If the compensation reaches \$600 or more, a 1099 will be issued to this provider at the end of the calendar year.

Miscellaneous: This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of MN. This Agreement may not be assigned without the written consent of the other party. Any copy of this document shall be considered to have the binding and legal effect of an original document.

**SIGNATURES**

 3/28/16  
ISD 709 Representative Date

 2/17/16  
Interpreter Date



## U.S. District Court, District of Minnesota Exhibit Agreement

The U.S. District Court, District of Minnesota owns various exhibits that it is willing to lend to organizations for display without charging any lending fees. This document constitutes the agreement between the EXHIBITOR, identified below, and the U.S. District Court, District of Minnesota (Court).

### A. Exhibit Lending Program Guidelines

The goal of the Court's exhibit lending program is to place the Court's exhibits at events and locations to help educate and inform the public about the Court or the administration of justice. The goal is to seek diverse audiences throughout Minnesota. Generally, the Court considers the following when determining whether to lend an exhibit to an exhibitor.

1. The event must be professional, trade, civil, educational, or public service in nature. The requestor must not benefit commercially from displaying the exhibit.
2. The requestor must be willing to assume all onsite and transportation costs.

### B. General Terms and Conditions

The EXHIBITOR agrees to the following:

1. To not charge a fee to view the Exhibit (although the Exhibit may be part of a larger exposition which charges an admission fee, it may not be the major attraction of such an event for which a fee is charged).
2. To assume all onsite and transportation costs, including:
  - i. The costs for transporting or shipping the exhibit to the exhibition location and the transportation or shipping costs for returning the Exhibit to the Court.
  - ii. Any other onsite expenses, including, but not limited to, property insurance, adequate indoor storage of empty crates, and daily exhibit maintenance.
3. To provide suitable labor to unload, uncrate, set-up and take-down, crate, and load the Exhibit at the exhibition site aboard a common carrier or other means to return the Exhibit to the Court.

4. While the Exhibit is in the custody of the EXHIBITOR, the EXHIBITOR agrees to pay all expenses related to its operation, including maintenance and repair.
5. While the Exhibit is in the custody of the EXHIBITOR, the EXHIBITOR assumes the risk of, and is responsible for, any loss of, or damage to, the Exhibit except for reasonable wear and tear.
  - i. The EXHIBITOR agrees to contact the Court at the contact information provided at the end of this agreement *immediately* if there is any damage to any part of the exhibit, including any theft or loss. All parts of the Exhibit are identified in Attachment A to this agreement.
  - ii. The EXHIBITOR agrees to contact the Court at the contact information provided at the end of this agreement *before* attempting to make any repair to any part of the Exhibit. The Court must approve any repair that is to be made to the exhibit by the EXHIBITOR in advance of the actual repair.
  - iii. If the Court deems that professional repair to or replacement of any part of the exhibit is necessary, the EXHIBITOR agrees that the Court will have sole and absolute discretion to select an appropriate vendor for repair to or replacement of any parts of the exhibit at EXHIBITOR'S expense.
  - iv. Should damage have occurred to the Exhibit while in transit, the EXHIBITOR also agrees to notify the carrier immediately and save all packing materials until the carrier or agent has inspected them.
6. The EXHIBITOR assumes responsibility for any liability, damages, or injuries to persons or property arising out of or in any way connected with the EXHIBITOR'S possession or use of the Exhibit and will hold the Court harmless against any claims arising hereunder.
7. The EXHIBITOR agrees to follow the instructions provided in Attachment B to display and dismantle the Exhibit.
  - i. The EXHIBITOR must prominently identify that the Exhibit is on loan from the U.S. District Court, District of Minnesota.
  - ii. The specific location of the Exhibit must be agreed upon by the EXHIBITOR and the Court before the agreement is approved and identified in section D, below. Once finalized, approval must be granted by the Court before the Exhibit may be moved to another location.
  - iii. The Exhibit must be displayed indoors, unless a written exception is given by the Court.

8. Title to the Exhibit furnished by the Court remains with the Court.
9. The EXHIBITOR must not assign to another person or entity this agreement or any part of the rights under this agreement, except as otherwise agreed to by the Court.

**C. Exhibit Materials**

The Exhibit being lent to the EXHIBITOR is titled: *ASIAN PACIFIC LEGAL EXPERIENCE IN AMERICA*

The Exhibit is comprised of all the items set forth in Attachment A.

The EXHIBITOR agrees to ensure that all items listed in Attachment A are received by EXHIBITOR in good condition and that all items listed in Attachment A are returned to the Court in good condition.

**D. Loan Period**

The EXHIBITOR and the Court have agreed to the following loan period terms:

	Start Date	End Date
<b>Exhibit Loan Period</b>	4/11/16	4/18/16
<b>Exhibit Period</b> (period for which the Exhibit will be on display)	4/12/16	4/15/16
<b>Exhibit Location</b> (address and exact location where Exhibit will be on display)	401 N. 44th Ave W Duluth, MN 55807	
<b>Hours and Time when Exhibit will be on display during Exhibit period</b>	9-3:24 pm Tues-Fri 5-7:00 pm Wed. also	
<b>Shipping/Transport Date(s)</b>	4/8/16 to Dentfeld via Dan Lew	
<b>Return Shipping/Transport Date(s)</b>	4/18/16 Dentfeld ship back	
<b>Additional loan period terms, if any:</b> Dentfeld (Exhibitor) agrees to incur the cost of shipping exhibit back to the US District Court.		

**E. Cancellation**

The EXHIBITOR will notify the Court in writing of any need to cancel this signed agreement. The Court reserves the right to cancel this agreement at any time if EXHIBITOR fails to meet the terms of this agreement.

**F. Photography**

EXHIBITOR may photograph or videotape the Exhibit for any non-commercial use, including but not limited to, installation documentation, publicity of the Exhibit and/or record keeping.

EXHIBITOR may authorize others to photograph or videotape the Exhibit for the purposes identified in this section.

**G. Entire Agreement**

This agreement constitutes the entire agreement of the parties and supersedes all oral and other written agreements made and entered into by the parties prior to the date the agreement is signed. Any subsequent alteration, amendment, change, or addition to this agreement is not binding on the parties unless reduced to writing and signed by both parties.

**H. Contact Information**

EXHIBITOR	
Name of Organization	Denfeld High School Duluth, MN
Name of Contracting Officer	Tonya M. Scorniers / William Hanson
Name of Person Responsible for Exhibit (if different from Contracting Officer)	Tonya M. Scorniers / Melissa Kliegle
Organization Address	401 N. 44th Ave W. Duluth, MN 55807
Organization Telephone Number	218-336-8830 ext 1925
Telephone Number of Person Responsible for Exhibit	218-391-2819 (cell, Tonya)
After-Hours Contact Number (if Exhibit will be on display outside of normal business operating	218-391-2819 (Tonya) Principal

hours of M-F, 8:00 a.m. - 5:00 p.m.)	
Email address of Contracting Officer	tonya.sconiers@isd709.org william.hanson@isd709.org
Email address of Person Responsible for Exhibit	tonya.sconiers@isd709.org melissa.kiegle@isd709.org

U.S. District Court, District of Minnesota	
Primary Contact Information	Alternate Contact Information (if Primary contact is unavailable)
Mary McKay 612-664-5026 Mary_McKay@mnd.uscourts.gov	Kristina Thomas 612-664-5013 (work) 612-325-7447 (cell) Kristina_Thomas@mnd.uscourts.gov

Signatures

EXHIBITOR

Signature

*William Hanson*

Date Executed

3/14/16

Name (please type/print)

BILL HANSON

Title

CFO

COURT

Signature

Date Executed

Name

Title



## Attachment A

# Exhibit: Asian Pacific Legal Experience in America: Opportunity, Economics, Racism and Hope

<b>BANNER TITLE</b>	
	<b><u>CHINESE EXCLUSION ACT OF 1882 – GOLD GROUP</u></b>
1	Overview – Opportunity, Resentment, Exclusion, Racism, and Murder
2	Chinese Seek Opportunity Overseas
3	Racism and Economic Scapegoats
4	Passage of the Chinese Exclusion Act
5	Anti-Chinese Propaganda Poster
6	Chinese Exclusion in the Supreme Court
7	Timeline of Chinese Immigration
8	Hong Yen Chang
	<b><u>JAPANESE INCARCERATION IN WWII – RED GROUP</u></b>
9	Introduction – Racism Fuels Wartime Fear
10	Incarceration Based on Ancestry
11	Removal to Assembly Centers and Camps
12	Life in the Camps
13	Minnesota and the U.S. Army Military Intelligence Service
14	Legal Challenges
15	Reparations and Redress
	<b><u>IMMIGRATION AND NATIONALITY ACT OF 1965 - GREEN GROUP</u></b>
16	Introduction – Opening the Gates of Hope and Opportunity
17	Hope for the American Dream
18	1975 Indochina Migration & Refuge Assistance Act
19	Minnesota is Home
20	From Mumbai to Minneapolis
21	Images of Asian-Pacific Americans
22	Naturalization Ceremonies
23	Minnesota Asian Pacific American Legal Community
	<b><u>TITLE BANNER</u></b>
24	Title Banner for Entire Exhibit

Court Initials:

EXHIBITOR Initials:



## **Attachment B**

# Instructions for Banner Stands

### **PLEASE READ BEFORE ATTEMPTING BANNER STAND SETUP**

Each banner stand unit comes in a canvas tote bag. Each bag is labeled individually as to which display is inside the tote bag. Inside the tote bag, you will find the banner stand metal base unit and a 3-section aluminum pole piece.

Simply take the metal base out from the bag, place unit on the floor in the desired location where is going to be displayed, fold out and assemble the aluminum pole, then place the pole into the metal base, the metal base has 2 holes inside the unit, firmly press down and make sure the pole is securely pressed down through both holes and is secure to the bottom of the metal base unit. Then grab the metal top bar of the poster (**from the back of the banner stand - the text will be on the other side from you**) and fold out the hook that is in the top of the metal bar, slowly raise the poster and hook it to the top of the aluminum pole.

If the display has to be moved slightly for fine positioning (i.e. back against the wall), grip the metal base unit with two hands (one hand on each side of the metal base unit) and gently slide the metal base unit on the floor to fine position the display. If the banner stand has to moved once it is setup requiring more than just fine positioning, please follow the take down instructions below. Once the poster is back in the metal base unit, then the unit can be easily moved to the new desired location.

### **DO NOT MOVE THE BANNER STANDS USING THE ALUMINUM POLE AS THIS MAY DAMAGE OR DESTROY THE BANNER STAND DISPLAY.**

To take down, position yourself on the back side of the poster (the text will be on the other side from you), securely grab the metal top bar of the poster and lift slightly to unhook the poster from the aluminum pole, then slowly guide the poster down evenly back into the metal base unit. Fold down the aluminum pole and place back in its bag. Place the metal base unit and the aluminum pole back into the correct tote bag.

**For optimum functionality and durability, please raise and lower the sign into and out of the metal base unit slowly.**

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22nd day of February, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Avalon Educational Institute, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 22, 2016, and shall remain in effect until June 30, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
  
2. **Performance.** Contractor will provide lessons/demonstrations of Martial Arts at various schools in Physical Education classes throughout the district. Schools include:
  - Ordean East Middle School & Lincoln Park Middle School
  - Denfeld High School & East High School
  - Other locations and performance dates are to be determined.
  
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing up to a total of 15 classes at \$200/class up to a sum not to exceed \$3,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
  
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
  
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

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

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

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

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

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

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

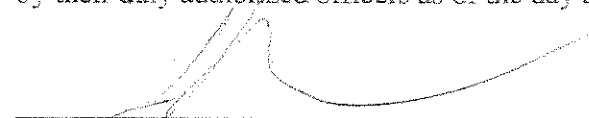


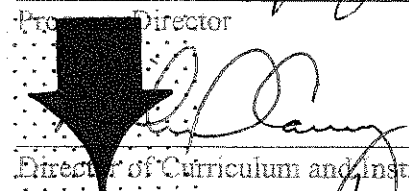

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

		2-25-16
_____ Martin Markus	_____ SSN/ Tax Identification Number	_____ Date
		3/2/16
_____ Director		_____ Date
		3/8/16
_____ Director of Curriculum and Instruction		_____ Date
		3/9/16
_____ Director of Business Service / Superintendent of Schools		_____ Date

## AGREEMENT

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**THIS AGREEMENT**, made and entered into this 10th day of February, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Jonathan Thunder, 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)*

- Dates of Service.** This Agreement shall be deemed to be effective as of April 18, 2016, and shall remain in effect until May 10, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
- Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 2,400. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. ***This Agreement will not be approved unless TIN is provided.***
- Requests for Reimbursement.** Contractor shall request reimbursement on a final day of the residency - May 10, 2016 (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
- Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
- 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.
- Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, 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 to 315 N. Lake Ave #406, Duluth, MN 55806  
(Mailing address, including zip code)

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Jonathan Thunder  
Name

Clerk

Artist in Residency  
Title Date

Program Director

[Redacted]  
Taxpayer Identification Number

Director of Budget and Finance

Jon Thunder  
Signature Date

2. **Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)

Jonathan Thunder's contract is paid from the "Perpich Grant" - Regional Center Grant for Northeast Minnesota from Perpich Center for Arts Education. Teri Akervik is the coordinator/supervisor for this grant in NE MN and may be contacted at 218-336-8700, ext. 1035.

\$2,400 - vendor contract stipend which includes the residency fee, mileage and meals.

Dates of service: April 18, April 19, April 26 May 3 and May 10. All dates are 10:00-3:15 except for the 10th which is 10:00 - 6:30 (for teacher workshop).

Project description: Mr. Thunder will serve as an Artist In Residence teaching high school digital art students how to create animation using After Effects software at South Ridge School. He will also work with the Art Specialist at South Ridge to help develop curriculum for the software program. Mr. thunder will provide a professional develop workshop for Art teachers in surrounding schools on May 10th.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 19 day of February, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Fiber Handcrafters Guild \_\_\_\_\_, 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 Feb. 19, 2016, and shall remain in effect until March 5, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 700.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. ***This Agreement will not be approved unless TIN is provided.***
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a \_\_\_\_\_ (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the

Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, 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 to

KATHRYN SITTER 2175 E. PIONEER RD., DULUTH, MN 55804

(Mailing address, including zip code)

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

KATHRYN SITTER KS.  
Name

Clerk

PRESIDENT DFHG 3-1-16  
Title Date

Program Director

~~XXXXXXXXXX~~  
Taxpayer Identification Number

Director of Budget and Finance

Date



February 19, 2016

To: Carolyn Olson

NE MN Perpich Grant - Attn: Teri Tkervik

From: Duluth Fiber Handcrafters Guild

RE: Invoice for Northeast Art Teacher Workshop

Date of Workshop: March 5, 2016

Teacher Stipend for 2 Guild Teachers @ \$150 each	\$300.00
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Workshop Materials Fee which includes tote bag, handouts, morning coffee, 7 felting/dyeing/weaving projects, 2 looms, yarn and demonstration supplies	\$400.00
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**Workshop Total/ Balance Due \$700.00**

**Please make payment to: Duluth Fiber Handcrafters Guild**

Remit day of workshop or mail to: DFHG Attn: Kathryn Sitter

2175 E. Pioneer Rd.

Duluth, MN 55804

# UNIVERSITY OF MINNESOTA

## SECOND AMENDMENT TO USE AND SERVICES AGREEMENT

**THIS SECOND AMENDMENT TO USE AND SERVICES AGREEMENT** (the "**Amendment**") is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the "**University**"), and Duluth Public Schools ISD 709, a Minnesota public school district ("**Licensee**").

**WHEREAS**, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015 (the "**Agreement**"), providing for Licensee's use of the Robert F. Pierce Speech-Language-Hearing Clinic (the "**Clinic**") on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee's clients.

**WHEREAS**, University and Licensee desire to further amend the Agreement in accordance with the terms and conditions of this Amendment.

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

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2016 and ending June 30, 2017, and University consents to such renewal.
3. University shall continue to have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the \$2.00 charge for each of Licensee's clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee's request to renew.
4. The License Fee for the annual renewal beginning July 1, 2016 will be \$110.25 per month and the Calibration Fee will be \$207.08 per month. All other fees remain unchanged.
5. University will have no obligation to provide secretarial services when the clinic secretary is ill or on vacation, or during University scheduled holidays or breaks.
6. Licensee's use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors policy.

7. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

**IN WITNESS WHEREOF**, University and Licensee hereby execute this Amendment on the day and year written below.

**Regents of the University of Minnesota**

**Duluth Public Schools ISD 709**

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

By: WCHanson

Name: Susan Carlson Weinberg

Name: Bill HANSON

Title: Director of Real Estate

Title: CFO

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

Date: 3/22/2016

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider

**Date:** March 14, 2016

**Re:** Quote # 4235 – Secure Entrance Modifications at Historic Old Central High School

Attached are two (2) copies of the Agreement between Independent School District #709 and St. Germain's Glass Company to provide labor and materials for the Historic Old Central High School secure entrance modifications per Quote #4235. The total estimated cost of this service is \$19,630.00.

I am recommending approval of the agreement with St. Germain's Glass Company. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of March, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and St. Germain's Glass Company, 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 March 1, 2016, 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 labor and materials for the Historic Old Central High School secure entrance modifications per St. Germain's Glass Company Proposal dated February 26, 2016. Work to be performed under the direction of Independent School District #709 and Donald Holm Construction Company.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractor's response;
  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 \$19,630.00. 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: St. Germain's Glass Company, 212 North 40<sup>th</sup> Avenue West, Duluth, MN 55807.

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. **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>
Kerry M. Leider	Property and Risk Manager

23. **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.

24. **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

ST. GERMAIN'S GLASS COMPANY

WC Hanson

[Signature]

CFO/Executive Director of Business Services

By

General Manager

Title

[Redacted]  
Taxpayer Identification Number

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider

**Date:** March 18, 2016

**Re:** Quote # 4236 – East High School Event Management Door Modifications

Attached are two (2) copies of the Agreement between Independent School District #709 and St. Germain's Glass Company to provide labor and materials for the East High School event management door modifications per Quote #4236. The total estimated cost of this service is \$10,947.00.

I am recommending approval of the agreement with St. Germain's Glass Company. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 11<sup>th</sup> day of March, 2016 by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and St. Germain's Glass Company, 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 March 11, 2016, 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.** Quote #4236 - *Provide labor and material for the Duluth East High School Event Management Door Modifications per St. Germain's Glass Company Proposal dated March 7, 2016. Work to be performed under the direction of Independent School District #709 and Donald Holm Construction Company.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Quotes and Contractor's response;
  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 \$10,947.00. 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: St. Germain's Glass Company, 212 North 40<sup>th</sup> Avenue West, Duluth, MN 55807

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. **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

23. **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.

24. **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

WC Hanson

CFO/Executive Director of Business Services

ST. GERMAIN'S GLASS COMPANY

Robert McCabe

By Robert McCabe

General Manager

Title

[Redacted]

Taxpayer Identification Number

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** March 11, 2016

**Re:** Engineering Services for the Historic Old Central High School Gym Ceiling Renovations – Foster Jacobs & Johnson, Inc.

Attached are two (2) copies of the Agreement between Independent School District #709 and Foster Jacobs & Johnson, Inc. to provide engineering services related to the Historic Old Central High School gym ceiling renovations. The total estimated cost of this service is \$3,900.00.

I am recommending approval of the agreement with Foster Jacobs & Johnson, 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

76

**THIS AGREEMENT**, made and entered into this 19<sup>th</sup> day of February 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Foster, Jacobs & Johnson, 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 February 19, 2016, 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 Mechanical and Electrical Engineering Services related to the Historic Old Central High School gym ceiling renovations per FJJ Proposal dated February 16, 2016.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractor's Proposal;
  3. Contractors Insurance Policy; and
  4. 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 \$3,900.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by 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: Foster, Jacobs & Johnson, Inc., 525 Lake Avenue South Suite 222, Duluth, MN 55802

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

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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.

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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. **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>
Kerry M. Leider	Property and Risk Manager

23. **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  
INC.

FOSTER, JACOBS, & JOHNSON,

WCHanson

CFO/Executive Director of Business Services

WV

By

Treasurer

Title

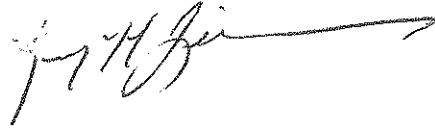
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Taxpayer Identification Number

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** March 17, 2016

**Re:** Special Inspections and Testing Services for the Denfeld High School CTE Addition

Attached find two (2) copies of the Agreement between Independent School District #709 and Braun Intertec Corporation to provide special inspections and testing services for the CTE addition at Denfeld High School. The total estimated cost of this project is \$7,424.00.

I am recommending approval of the contract with Braun Intertec Corporation to provide testing and inspection services. If you concur, please sign both copies of the proposal and return them to the Facilities Management office for processing.

Attachments

March 16, 2016

Proposal QTB035418

Mr. Kerry Leider  
Independent School District #709  
215 North First Avenue East  
Duluth, MN 55802

Re: Proposal for Special Inspection and Testing Services  
Denfeld High School CTE Addition  
4405 West 4th Street  
Duluth, Minnesota

Dear Mr. Leider:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for the proposed Career Technical Education addition to Denfeld High School in Duluth, Minnesota.

### **Our Understanding of Project**

We understand this project will include the construction of a 2,100 square foot addition to the existing Denfeld High School. The design of the addition is to utilize the west courtyard by constructing a masonry wall across the courtyard and enclosing the courtyard with steel framed roof structure supported on structural steel columns and cast in place concrete footings. The interior floor of the addition will be a grade supported concrete slab. Included in the project is the removal of existing storm drain in the courtyard and extending the existing storm drain to accommodate the addition.

### **Available Information**

This proposal was prepared using the following documents and information.

- Project plans prepared by Architectural Resources Inc. (ARI), dated February 23, 2016.
- Project specifications prepared by ARI, dated February 23, 2016.
- Discussions with you regarding special inspection and testing requirements.

Other than the references cited above, Special Inspection and Testing Schedule, construction schedule, or geotechnical report were provided to help us prepare this proposal.

## **Overview of Procedures and Staff Qualifications**

### **Special Inspections**

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

### **Qualifications and Experience**

ICC certified special inspectors will provide our special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the building code, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

### **Inspections and Reporting**

Our special inspectors summarize the nature, extent and results of their special inspection activities, at the time they are performed, on Special Inspection Daily Report forms. These records are transmitted electronically to those who may want to review these documents on an agreed upon schedule.

When required, the Special Inspection Daily Report forms will be accompanied by a tabulation titled Summary of Discrepancies Needing Correction or Review by the Design Engineer or Architect. This tabulation will list the items that are determined to be in conflict with the project documents and have not been corrected by the contractor. The summary will include resolutions when the design team provides them. An updated copy of the tabulation will be submitted each time an existing discrepancy has been resolved or a new one is recorded. Special inspection procedural and final reports for structural steel inspections and non-structural steel inspections will be prepared and submitted periodically or at the end of our involvement with the project according to the requirements of the building code.

### **Communications**

Our special inspectors will communicate the results of their inspections back to our supervising engineer each day special inspections are performed. It is important for our special inspectors to develop a working relationship with the project's structural engineer-of-record. We will be in contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it. These requests, and their responses, can also be sent to the owner, the project design and construction teams, and other interested parties, such as the building official, as needed.

### **Efficient Staff Use**

Cross-utilization of personnel on a project is an excellent means to provide efficiencies and to economize inspection and testing costs. As a result, most of our special inspectors hold certifications in several areas, as well as being certified to use a nuclear gauge for soil density testing, and are generally ACI

Concrete Field Testing Technician – Grade I certified. The ACI Grade I certification, or equivalent, is also requirement of the American Society of Testing and Materials (ASTM) to cast concrete test cylinders.

### **Construction Materials Testing**

We will commit that each concrete technician assigned to this project will be ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing, and that each soil technician will be certified to use a nuclear gauge for soil density testing, so that the test results can be determined on site and evaluated once the required laboratory testing is completed.

### **Scope of Services**

ICC certified *special inspectors*, or qualified technicians working under the direction of ICC certified special inspectors, will provide the required special inspection services under the direction of a licensed professional engineer, either on a full-time or periodic basis depending on the construction schedule and when requested by the general contractor. The special inspectors or qualified technicians will perform the specified construction materials testing services on an on-call basis as scheduled by the general contractor. After reviewing the available information, to determine compliance with the project plans and/or specifications, other design or construction documents and applicable ASTM and other industry standards, we interpret our scope of services for this project will be limited to the tasks defined below. *Special inspections are italicized.*

### **Soil Related Services**

- *Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are similar to those encountered by soil borings associated with referenced geotechnical reports, and suitable for support of excavation backfill, additional required fill, and the project's structural design loads.*
- Perform laboratory mechanical analyses of prospective fill and backfill materials.
- Perform laboratory Proctor tests to determine the maximum standard Proctor dry densities and optimum moisture contents of prospective backfill and fill materials.
- *Observe the placement and compaction of backfill and fill.*
- Test compacted backfill and fill placed below building footprints and oversizing areas, below slabs and/or pavements, in utility trenches, and in areas for which compaction specifications have been provided, to determine if the relative compaction was achieved.

### **Concrete Related Services**

- *Observe concrete reinforcement placement.*
- *Observe the general placement of bolts and other embeds in the plastic concrete.*
- *Observe the concrete placement and test sample preparation.*

- Sample and test the plastic concrete for slump, air content, temperature, and unit weight.
- Prepare test cylinders for laboratory compressive strength testing.
- Perform laboratory compressive strength testing of the concrete samples.

#### **Structural Masonry Related Services**

- *Observe the structural masonry construction and grouting operation on a periodic basis.*
- *Observe the preparation of grout samples.*
- Perform structural masonry grout testing.
- Perform structural masonry mortar testing.
- *Observe the preparation of prisms.*
- Perform structural masonry prism testing.

#### **Structural Steel and Fireproofing Related Services**

- Observe and test the structural steel welded and bolted connections.
- *Observe and test the metal decking connections for orientation, sidelap fasteners, the hold down connections and the placement of shear studs.*
- *Observe and document the installation of the base plate anchor bolts.*
- *Observe the installation of drilled-in-place, epoxy secured anchor bolts.*
- *Observe and test the spray-applied fireproofing for thickness, density and bond strength.*

#### **Pavement Related Services**

- Provide test-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting bituminous or concrete pavement.
- Perform laboratory mechanical analyses of aggregate base material samples.
- Perform laboratory Proctor tests to determine the maximum standard Proctor dry density and optimum moisture content of the aggregate base material.
- Test compacted aggregate base material to determine if the relative compaction was achieved.

- Sample and test the plastic concrete for slump, air content, temperature, and unit weight.
- Prepare test cylinders of concrete for laboratory compressive strength testing.
- Perform laboratory compressive strength testing of the concrete samples.

### **Engineering Consulting and Project Communication and Reporting Services**

- Provide engineering consulting services and service management including scheduling of our field personnel, review of field reports, and communication with the contractor, owner, building official and design team.

### **Cost**

We will furnish the services described in this proposal for an estimated fee of **\$7,424**. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if timeframes are consistent with their expectations for completing the various activities. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours spent on the project and the units tested.

Our work will extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

### **Additional Services**

It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed herein, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges.

### **General Remarks**

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. *Please sign and return a copy to us in its entirety.*


The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days, and that others will not delay us beyond our proposed schedule.


We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Joe Butler or David Morrison at 218.624.4967.

Sincerely,

BRAUN INTERTEC CORPORATION

  
David E. Morrison, EIT  
Staff Engineer

  
Joseph C. Butler, PE  
Associate Principal / Senior Engineer

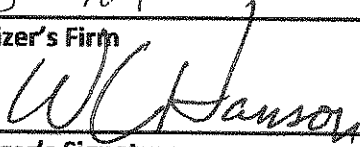
Attachments:  
Estimated Cost Tabulation  
General Conditions Inspections (9-1-13)

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The proposal is accepted, and you are authorized to proceed.

ISD# 709  
\_\_\_\_\_  
Authorizer's Firm

  
\_\_\_\_\_  
Authorizer's Signature

Bill Hanson  
\_\_\_\_\_  
Authorizer's Name (please print or type)

CFO  
\_\_\_\_\_  
Authorizer's Title

3/21/16  
\_\_\_\_\_  
Date

# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider



**Date:** March 25, 2016

**Re:** Engineering Services for the Historic Old Central High School Technology Closet Cooling Systems

Attached are two (2) copies of the Agreement between Independent School District #709 and Foster, Jacobs and Johnson, Inc. for engineering services related to the design and construction observation of dedicated cooling systems for two technology closets at Historic Old Central High School. The total estimated cost of this service is \$2,800.00.

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

Attachments

## AGREEMENT

**THIS AGREEMENT** made and entered into this 18<sup>th</sup> day of March, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Foster, Jacobs & Johnson, 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 March 18, 2016, 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 professional engineering services for the design and construction observation of dedicated cooling systems for two technology closets at Historic Old Central High School per FJJ Proposal dated March 17, 2016.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractor's Proposal and response;
  3. Contractors Insurance Policy; and
  4. 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 \$2,800.00. 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: Foster, Jacobs & Johnson, Inc., 525 Lake Avenue South, Suite 222, Duluth, MN 55802.

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

WCHanson

CFO/Executive Director of Business Services

[Signature]

By

[Signature]

Title

[Redacted Signature]

Taxpayer Identification Number

## AGREEMENT

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**THIS AGREEMENT**, made and entered into this \_\_\_24\_\_\_ day of \_February\_\_\_, 2016 , by and between Independent School District #709, a public corporation, hereinafter called District, and \_\_\_Dr. Kathy Thomsen\_\_\_\_\_, 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 \_\_\_Feb. 24, 2016\_\_\_, and shall remain in effect until \_\_\_March 5, 2016\_\_\_, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum **not to exceed \$ 600 outlined as follows: \$200 to lead sessions, \$200 for mileage and \$200 for hotel/meal cost-\_\_\_**. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. ***This Agreement will not be approved unless TIN is provided.***
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a \_\_\_date of service\_\_\_ (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the

Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, 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 to 1733 James Ave. St. Paul, MN 55105

(Mailing address, including zip code)

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Kathy Thomsen  
Name

Clerk

Professor, Hamline Univ. 3/19/16  
Title Date

Program Director

~~XXXXXXXXXX~~  
Taxpayer Identification Number

Director of Budget and Finance

3/29/16

Date

Kathy Thomsen Contract for Perpich Grant Workshop - March 5, 2016

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Plan and present workshop sessions for area music teachers on March 5, 2016 at East High School as part of the Perpich Center Regional Grant project for NE MN.

Dr. Thomsen will provide staff development training to regional music teachers in Moving in the Elementary Music Room and Choral Rehearsal Techniques.

\$200.00 - paid to lead two sessions

\$200 - mileage cost estimate @.54 cents/mile from Twin Cities

\$200 - hotel & meals estimate

**\$600 total payment (estimate)**

# AGREEMENT

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**THIS AGREEMENT**, made and entered into this March 18, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Maxwell Kelsey, 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 03/18/16, and shall remain in effect until 06/30/16, 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.** Max will construct 30 Indigenous style Lacrosse Sticks for American Indian Education. Educational and Teacher in-service related to American Indian State Standards. The fee will be \$2250.00 for 30 hand- made Lacrosse sticks.
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 \$2250.00 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

Name and address of person MAXWELL KEISEL  
124 29TH ST. BENTON, MN. 55601

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.

Maxwell Kelsey  
Contractor Signature

[REDACTED]  
SSN/ Tax Identification Number

3/29/16  
Date

[Signature]  
Program Director

3/24/16  
Date

[Signature]  
Director of Curriculum and Instruction

3/28/16  
Date

[Signature]  
Director of Business Service / Superintendent of Schools

3/29/16  
Date



## WESTERN OREGON UNIVERSITY

## MEMORANDUM OF AGREEMENT

UNIVERSITY/DISTRICT PARTNERSHIP AGREEMENT  
FOR INTERPRETING INTERNS

Western Oregon University, hereinafter called UNIVERSITY, and Duluth Public School District, hereinafter called DISTRICT, hereby agree that students of American Sign Language (ASL) Interpreting who are recommended by the UNIVERSITY may do supervised interpreting in the DISTRICT'S elementary, middle, and secondary schools according to the provisions of this Agreement. While the University may have specific policies, procedures, and standards set out in other places including a Handbook distributed to all participants in the program, these policies, procedures, and standards are for informational purposes only and create no obligation for either the DISTRICT or the UNIVERSITY arising from this Agreement. The purpose of this Agreement is to memorialize the understanding between the DISTRICT and the UNIVERSITY. It shall not create any beneficial rights in any individual.

1. The intern interpreter will do her/his student interpreting for the entire term or for the time period agreed upon between the UNIVERSITY and DISTRICT. In addition to interpreting in the subject matter area, interns will be provided opportunities to participate in supervised experiences in various extra classroom activities similar to those of regular staff members.
2. DISTRICT cooperating professional will be selected jointly by the Superintendent or designee, Interpreter Coordinator, and the University of Director of Field Services and the ASL/English Interpreting Program Coordinator. The responsibilities of the cooperating professional are contained in the ASL/English Interpreting Internship Handbook.
3. Student interpreters (interns) will be assigned to the Interpreter Coordinator of the appropriate school. The assignment of interns to cooperating professionals will be made jointly by the Interpreter Coordinator and the UNIVERSITY ASL/English Interpreting Program Coordinator.
4. The UNIVERSITY and the DISTRICT agree to comply with all federal, state, county, and local laws, ordinances, and the regulations applicable to the work to be done under the Agreement. Both parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon.



- 5. Evaluation of the student in terms of satisfactory completion of her/his assignment will be made cooperatively by the cooperating professional and the UNIVERSITY supervising faculty member.
- 6. This Agreement becomes effective upon the date of the last signature and supercedes any prior agreement. This Agreement will continue from year to year unless otherwise terminated by mutual consent of the parties at any time or by either party upon 60 days written notice. Such termination shall in no way affect the students assigned prior to termination.

We, the undersigned, by the signature below of our authorized representatives, hereby acknowledge that we understand and agree to the conditions listed above.

DISTRICT

By: *Bill Hanson*  
*Bill Hanson*

Title: *CFO*

Date: *3/17/14*

UNIVERSITY

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

*Darin Silbernagel*

Title: Director of Business Services

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

GL Transactions by Object Code within Org. Key

GL Ledger Code: GL

Fiscal Year: 2016

103

FQA: 06-871-012-000-000

GENERAL FUND SAVINGS

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
02/25/2016	625	297870	00642801	V109153	WESTLUND GROUP INC THE	BUILDING ACQUISITION/CONSTRUCT	967183	OH	8,000.00	0.00	8,000.00
						<b>Object 152000</b>		<b>Total:</b>	8,000.00	0.00	8,000.00
						<b>FQA 06-871-012-000-000</b>		<b>Total:</b>	8,000.00	0.00	8,000.00

FQA: 06-871-320-000-000

GEN FUND SAVINGS-ORDEAN

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
02/05/2016	Y15012-10	296611	00642419	V102280	ARCHITECTURAL RESOURCES INC	BUILDING ACQUISITION/CONSTRUCT	964887	OH	216.00	0.00	216.00
02/19/2016	181241	297379	00642645	V34360	JAMAR COMPANY	BUILDING ACQUISITION/CONSTRUCT	966342	OH	6,796.33	0.00	6,796.33
						<b>Object 152000</b>		<b>Total:</b>	7,012.33	0.00	7,012.33
						<b>FQA 06-871-320-000-000</b>		<b>Total:</b>	7,012.33	0.00	7,012.33

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
02/05/2016	Y15074-7	296612	00642419	V102280	ARCHITECTURAL RESOURCES INC	BUILDING ACQUISITION/CONSTRUCT	964887	OH	7,800.00	0.00	7,800.00
						<b>Object 152000</b>		<b>Total:</b>	7,800.00	0.00	7,800.00
						<b>FQA 06-876-215-000-000</b>		<b>Total:</b>	7,800.00	0.00	7,800.00

FQA: 06-876-320-000-000

COP 2012A-EAST HS

Object: 152000 BUILDING ACQUISITION/CONSTRUCT

Post Date	Reference	PO #	Check #	PEID	Person/Entity Name	Description	Job_Num	SS	Debit	Credit	Net
02/05/2016	8616	296622	00642451	V70893	HOLM DONALD CONSTRUCTION	BUILDING ACQUISITION/CONSTRUCT	964887	OH	6,096.33	0.00	6,096.33
02/05/2016	Y15012-10		00642419	V102280	ARCHITECTURAL RESOURCES INC	BUILDING ACQUISITION/CONSTRUCT	964887	OH	298.00	0.00	298.00
02/19/2016	181241		00642645	V34360	JAMAR COMPANY	BUILDING ACQUISITION/CONSTRUCT	966342	OH	2,608.61	0.00	2,608.61
						<b>Object 152000</b>		<b>Total:</b>	9,002.94	0.00	9,002.94
						<b>FQA 06-876-320-000-000</b>		<b>Total:</b>	9,002.94	0.00	9,002.94

FQA: 06-876-525-000-000

COP 2012A-LAURA MACARTHUR

GL Transactions by Object Code within Org. Key

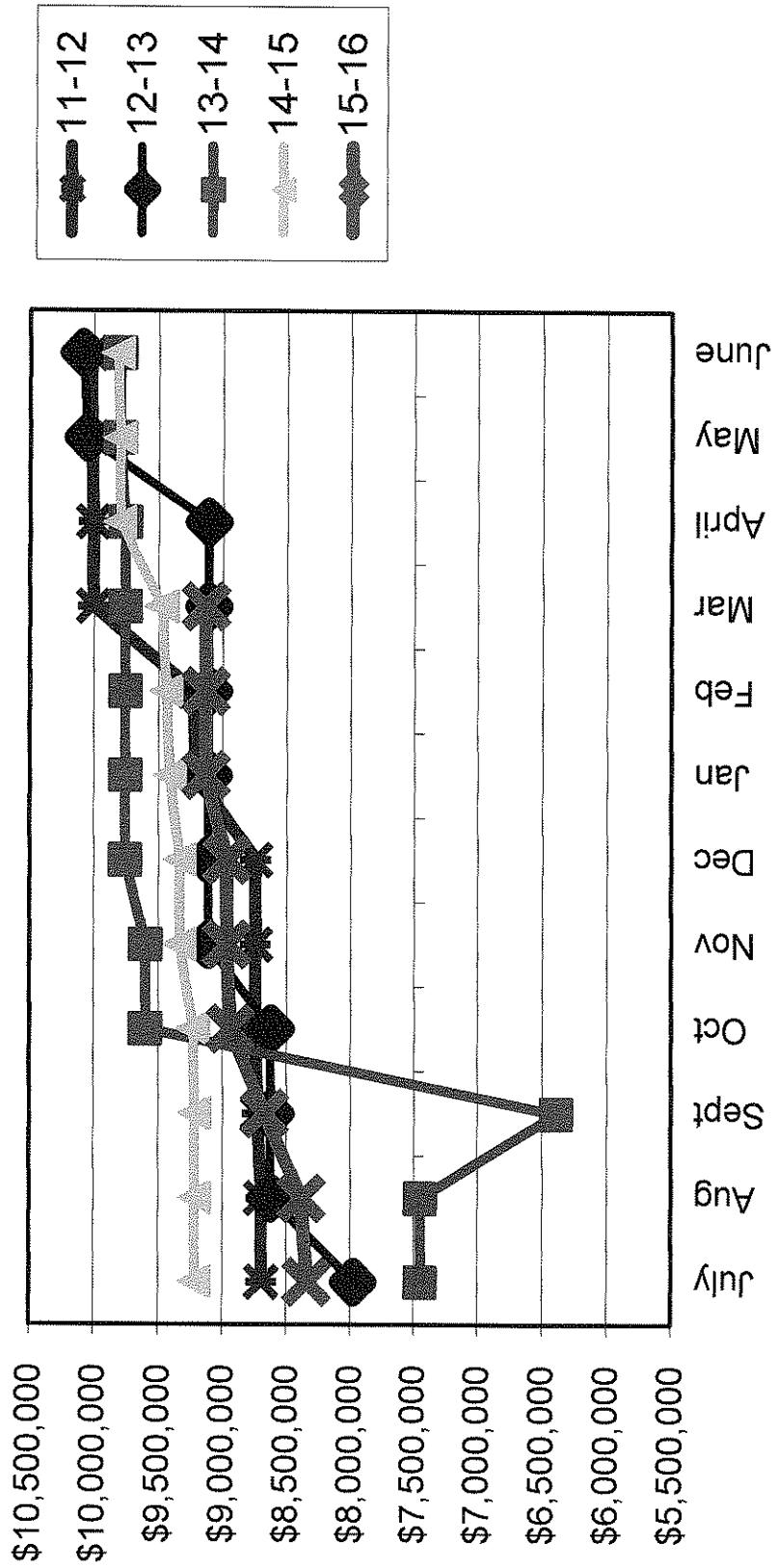
GL Ledger Code: GL  
 Fiscal Year: 2016  
 Object: 152000

**BUILDING ACQUISITION/CONSTRUCT**

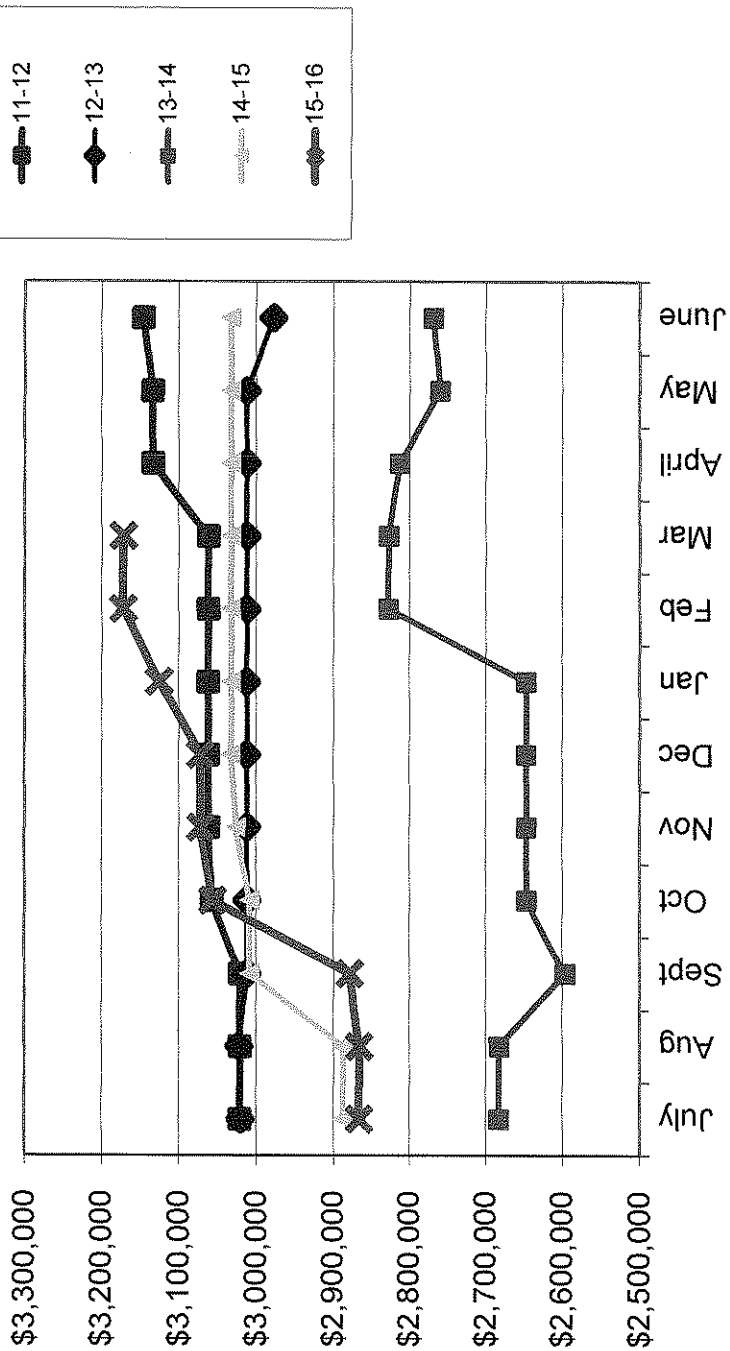
104

<u>Post Date</u>	<u>Reference</u>	<u>PO #</u>	<u>Check #</u>	<u>PEID</u>	<u>Person/Entity Name</u>	<u>Description</u>	<u>Job_Num</u>	<u>SS</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>	
02/08/2016	98242	296849	00642423	V106527	BROTHERS FIRE PROTECTION	COBUILDING ACQUISITION/CONSTRUCT	964993	OH	658.25	0.00	658.25	
02/09/2016	B050347	296870	00001370	V106044	BRAUN INTERTEC CORP	BUILDING ACQUISITION/CONSTRUCT	965258	OH	607.48	0.00	607.48	
								<b>Object 152000</b>	<b>Total:</b>	1,265.73	0.00	1,265.73
								<b>FQA 06-876-525-000-000</b>	<b>Total:</b>	1,265.73	0.00	1,265.73
<b>Grand Total:</b>									<u>33,081.00</u>	<u>0.00</u>	<u>33,081.00</u>	

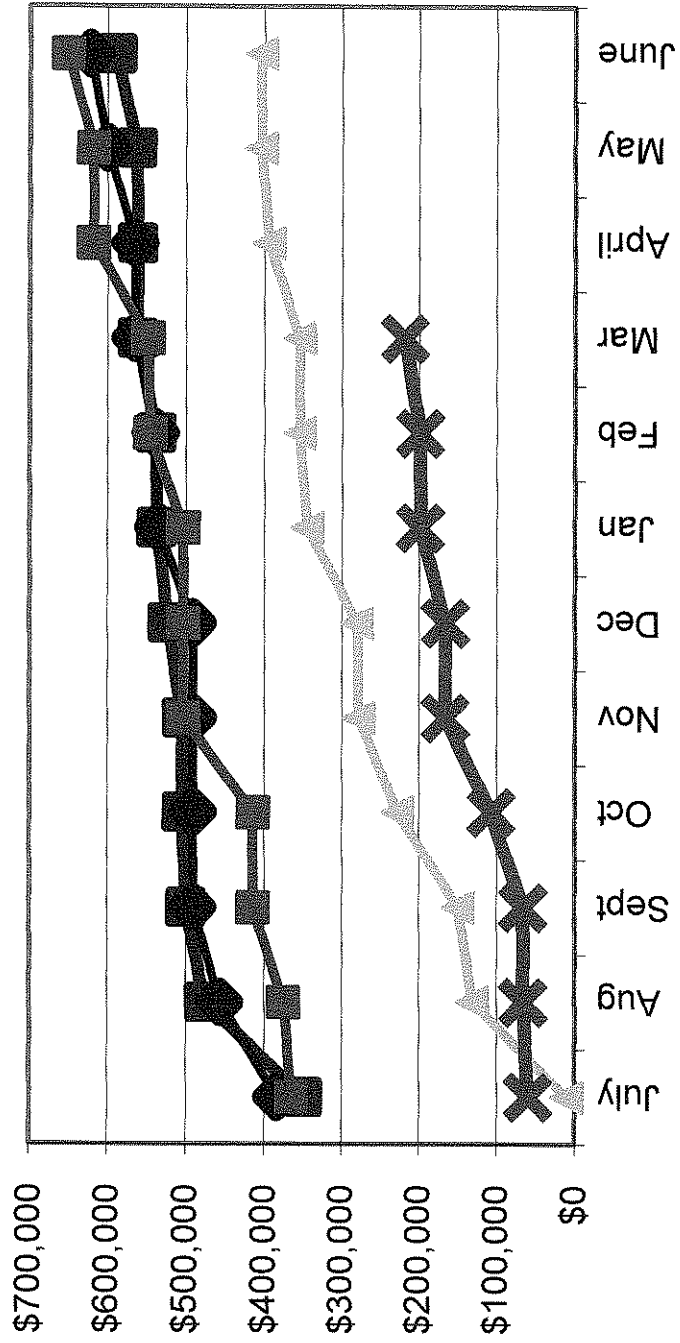
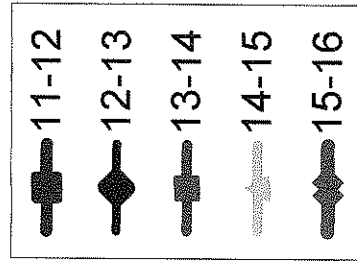
# Federal Grants



### State Grants



# Local Grants



# Donations

