

DECC

DULUTH ENTERTAINMENT CONVENTION CENTER

RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **East High School**
(hereinafter referred to as the "Permittee")

Address: **301 North 40th Avenue East, Duluth, MN, 55804**

Telephone: **218-728-7246**

Contact Name: **Karen White**

For the Sole Purpose of: **East High School Graduation 2012**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

June 6, 2012 (Wednesday)
Symphony Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

\$2,330.00 (Two Thousand Three Hundred Thirty and no cents)

Plus the following:

Equipment List and Audio-Visual - (Effective 1/2012) or current rates
Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.
6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the Fire Prevention Bureau of the City of Duluth.

7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a **smoke free building**. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance **shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional Insureds** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
11. The DECC is the official exhibit decorator for the Duluth Entertainment Convention Center. The DECC agrees to receive display materials one week prior to the opening of any show. The DECC will utilize reasonable efforts to secure and safeguard said display items while in storage. However, the Permittee shall be fully responsible for such materials while in storage.
12. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, and inoperable building conditions.
13. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
14. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
15. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
16. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.
17. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 10th day of November, 2011

DULUTH ENTERTAINMENT CONVENTION CENTER

Attest: _____
President
Duluth Entertainment Convention Center
Authority

By: _____
Executive Director
Duluth Entertainment Convention Center
(DECC)



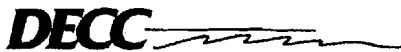
Permittee Signature

CFO

Permittee Title

11 / 16 / 11

Date



2012 Equipment and Services

Equipment Rental	
Cherry Picker, Scissor Lift or Snorkel Lift with operator	\$79.00 per hour
Forklift with operator	\$79.00 per hour
Lectern/Podium	No Charge
Mirrors 12" Round Tile	\$1.00 each
Portable Full Length (3 available)	\$10.00 each
Pegboard (50 available - 4' x 8')	\$43.00 each
Piano	\$100.00 per day, plus tuning
Pinboard (24 available - 4' x 8')	\$38.00 each
Riser (4' x 8' sections - height 16" or 24")	\$25.00 per section, for exhibitors No charge in meeting rooms
Spotlight without operator (operator arranged through Stagehand Union)	\$150.00 each
Tablecloths (for events other than meals)	\$3.25 each, per day
Votive Candles	\$1.00 each

Audio-Visual Equipment Rental - Daily Rates	
AV Carts (20 available)	\$16.00 each
Cassette Player	\$35.00 each
CD Player	\$35.00 each
Filipcharts with Stands (15 available, includes paper and markers)	\$30.00 each
Microphones One Corded Microphone per Room (hand held, at lectern, standing or lavalier)	No charge
Additional Corded Microphones (50 available)	\$27.00 each
Wireless Microphones (10 available - hand held or lavalier)	\$70.00 each
Four Channel Mixer	\$43.00 each
Screens, Portable	\$28.00 each
Suggested Audio Visual Suppliers	Audio Visual Resources, Inc. (218) 722-6219 www.avrduluth.com National Audio Visual (218) 722-7355 www.nationalaudiovisual.com

Services		
B/W Copies	8.5" x 11" or 8.5"x14" - Single Page	\$1.00 each
	8.5" x 11" or 8.5"x14" - Additional Pages	\$0.25 each
	11" x 17" or Reduce/Enlarge	\$1.00 each
Color Copies	8.5" x 11" or 8.5"x14" - Single Page	\$1.25 each
	8.5" x 11" or 8.5"x14" - Additional Pages	\$1.00 each
	11" x 17" or Reduce/Enlarge	\$1.20 each
	w/ Stapling or 3-Hole punch	\$0.25 per set
Fax Received/Transmitted		\$1.00 each
Internet Service	Standard Wireless Internet Access	\$75.00
	Dedicated Internet Access	\$150.00
Telephone Line (limited availability throughout the DECC)		\$150.00
Water Service	Water Stations/Recycling Stations Throughout Facility	No Charge
	Water Pitchers on Meeting Tables, Classroom or Round	\$1.00 per table



Contract Number: 1121615472

AGREEMENT FOR SERVICES

This Agreement for Services is entered into on November 2, 2011, by and between Duluth Public Schools(Denfled HS)-StudentsfortheFuture - MN ("Client") of 401 North 44th Ave West , Duluth, MN 55807; and Rachel's Challenge ("Company") of 7901 Southpark Plaza, Suite 210, Littleton, CO 80120. This Agreement sets forth the terms and conditions under which Rachel's Challenge agrees to provide services to the Client.

1. Description of Service

The Company agrees to provide Rachel's Challenge Event Programming to the Client in the form of the services listed below. Presenter for this program will be a Rachel's Challenge certified speaker.

of Presentations: 2, # of Trainings: 1, # of Evening Events: 1, # of FOR Programs: 1

2. Compensation

As full compensation for all services contemplated by this Agreement, the Client agrees to remit \$4,495.00 in the form of a 40% deposit in the amount of \$1,798.00 and a Purchase Order for the remaining balance due upon signing of the Agreement. Payment for the remaining balance should be mailed upon the delivery of the services provided hereunder. Travel is all inclusive. Make checks payable to Rachel's Challenge (Tax ID 84-1557094), Attn: Billing Department, 7901 Southpark Plaza, Suite 210, Littleton, CO 80120. All funds must be in U.S. Dollars.

3. Terms of Agreement

Client has 21 days prior to 12/16/2011 to execute and return this Agreement. No services will be scheduled without a signed Agreement. The services described herein will be rendered by Rachel's Challenge on 12/16/2011 provided the aforementioned compensation has been paid and subject to the General Provisions of this Agreement.

4. Contract Documents

The contract documents consist of this Agreement for Services and the General Provisions. By signing this agreement the Client is bound by the terms and conditions of these two documents.

IN WITNESS WHEREOF, the Client and Rachel's Challenge have executed this Agreement on the day and year first written above. Any modifications to this Agreement for Services shall require the initials of all signed parties.

Rachel's Challenge:

Signed: Robert Unger

Printed Name: Robert Unger

Title: Chief Executive Officer

Date Signed: 11/2/2011

Client:

Signed: Bill Hanson

Printed Name: Bill Hanson

Title: CEO

Date Signed: 11/14/11

For all questions regarding this contract, please contact the Rachel's Challenge event coordinator by email at eventcoordinator@rachelschallenge.com

GENERAL PROVISIONS
(Agreement for Services)

1. Neither party may assign or transfer this Agreement or any duty hereunder without the written consent of the other.
2. The Company, in performing the services herein specified, will act as an independent contractor and will have control of the work performed, the manner in which it is performed and the selection or changing of the assigned presenter unless expressly contracted otherwise herein. The Company is not an agent or employee of the Client and is not entitled to participate in any benefits provided by the Client.
3. The Company and Client will comply with all applicable federal, state and local laws in regard to nondiscrimination in employment based on race, color, ancestry, national origin, religion, gender, marital status, age, medical condition, handicap or other prohibited basis.
4. The parties represent that neither has an interest which would conflict in any manner with its ability to perform its obligations under this Agreement.
5. The Company warrants that all services performed hereunder are in accordance with generally accepted professional practices and standards.
6. No dates for services or presenters will be confirmed or assigned by the Company prior to receipt of the deposit specified herein.
7. For all Keynote events excluding in-school programs, Client agrees to allow the Company to sell product at the event and provide volunteers for assistance.
8. A late fee will be assessed by the Company on all outstanding balances owed by the Client subsequent to the performance of the services described herein as follows: 10% on all outstanding balances 31-60 days past due; 15% on all outstanding balances 61-90 days past due; and 20% on all outstanding balances 91 or more days past due.
9. The Agreement may be terminated by either party with 30 days prior written notice. Should the Agreement be terminated by the Company any monies remitted will be refunded in full. Should the Client terminate the Agreement, the deposit will be refunded per the following schedule: 0-30 days, 0% refund; 31-60 days, 25% refund; 61-90 days, 50% refund; and 91 or more days, 75% refund.
10. In the event of a weather or emergency related postponement of services the deposit is nonrefundable but will be credited toward a new date if the services are rescheduled within six months of the original contract date. The Client is responsible for additional travel expenses incurred due to rescheduling. Upon cancellation, if no monies have exchanged hands the client is responsible for travel expenses incurred.
11. A \$25.00 shipping surcharge will be added to all international shipments.
12. The Company reserves the right to have guests attend the contracted services.
13. Each party agrees to defend, indemnify and hold harmless the other party, its Board, officers, agents and employees, individually and collectively, from and against costs, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or other actions, however caused, brought or recovered against any of the above that may arise for any reason from or during or alleged to be caused by the performance of the scheduled services.
14. The Company agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement.
15. The laws of the state of Colorado govern this Agreement. Any adjudication of this Agreement will be in the state or federal court in Colorado.
16. Rachel's Challenge is a non-political, non-religious, non-profit organization and program. The services provided to the Client and all related materials including, but not limited to, audio, video, images, Rachel's name, slogans, quotes, writings, posters and any other related deliverables are owned by the Company and may not be used outside the terms and conditions of this Agreement without the written consent of a duly authorized officer of the Company.
17. The Contract Documents are intended as the final expression of the Agreement between the parties and supersede any other agreements between the parties either written or oral. No modification of this Agreement will be effective unless and until it is evidenced in writing and signed by both parties.

Initial: _____/_____



Contract Number: 1121615334

AGREEMENT FOR SERVICES

This Agreement for Services is entered into on November 2, 2011, by and between Duluth Public Schools (East HS)-StudentsfortheFuture - MN ("Client") of 301 North 40th Ave East, Duluth, MN 55804; and Rachel's Challenge ("Company") of 7901 Southpark Plaza, Suite 210, Littleton, CO 80120. This Agreement sets forth the terms and conditions under which Rachel's Challenge agrees to provide services to the Client.

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of Presentations: 2, # of Trainings: 1, # of Evening Events: 1, # of FOR Programs: 1

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4. Contract Documents

The contract documents consist of this Agreement for Services and the General Provisions. By signing this agreement the Client is bound by the terms and conditions of these two documents.

IN WITNESS WHEREOF, the Client and Rachel's Challenge have executed this Agreement on the day and year first written above. Any modifications to this Agreement for Services shall require the initials of all signed parties.

Rachel's Challenge:

Signed: Robert Unger

Printed Name: Robert Unger

Title: Chief Executive Officer

Date Signed: 11/2/2011

Client:

Signed: Bill Hanson

Printed Name: Bill Hanson

Title: CFO

Date Signed: 11/16/11

For all questions regarding this contract, please contact the Rachel's Challenge event coordinator by email at eventcoordinator@rachelschallenge.com

GENERAL PROVISIONS
(Agreement for Services)

1. Neither party may assign or transfer this Agreement or any duty hereunder without the written consent of the other.
2. The Company, in performing the services herein specified, will act as an independent contractor and will have control of the work performed, the manner in which it is performed and the selection or changing of the assigned presenter unless expressly contracted otherwise herein. The Company is not an agent or employee of the Client and is not entitled to participate in any benefits provided by the Client.
3. The Company and Client will comply with all applicable federal, state and local laws in regard to nondiscrimination in employment based on race, color, ancestry, national origin, religion, gender, marital status, age, medical condition, handicap or other prohibited basis.
4. The parties represent that neither has an interest which would conflict in any manner with its ability to perform its obligations under this Agreement.
5. The Company warrants that all services performed hereunder are in accordance with generally accepted professional practices and standards.
6. No dates for services or presenters will be confirmed or assigned by the Company prior to receipt of the deposit specified herein.
7. For all Keynote events excluding in-school programs, Client agrees to allow the Company to sell product at the event and provide volunteers for assistance.
8. A late fee will be assessed by the Company on all outstanding balances owed by the Client subsequent to the performance of the services described herein as follows: 10% on all outstanding balances 31-60 days past due; 15% on all outstanding balances 61-90 days past due; and 20% on all outstanding balances 91 or more days past due.
9. The Agreement may be terminated by either party with 30 days prior written notice. Should the Agreement be terminated by the Company any monies remitted will be refunded in full. Should the Client terminate the Agreement, the deposit will be refunded per the following schedule: 0-30 days, 0% refund; 31-60 days, 25% refund; 61-90 days, 50% refund; and 91 or more days, 75% refund.
10. In the event of a weather or emergency related postponement of services the deposit is nonrefundable but will be credited toward a new date if the services are rescheduled within six months of the original contract date. The Client is responsible for additional travel expenses incurred due to rescheduling. Upon cancellation, if no monies have exchanged hands the client is responsible for travel expenses incurred.
11. A \$25.00 shipping surcharge will be added to all international shipments.
12. The Company reserves the right to have guests attend the contracted services.
13. Each party agrees to defend, indemnify and hold harmless the other party, its Board, officers, agents and employees, individually and collectively, from and against costs, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or other actions, however caused, brought or recovered against any of the above that may arise for any reason from or during or alleged to be caused by the performance of the scheduled services.
14. The Company agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement.
15. The laws of the state of Colorado govern this Agreement. Any adjudication of this Agreement will be in the state or federal court in Colorado.
16. Rachel's Challenge is a non-political, non-religious, non-profit organization and program. The services provided to the Client and all related materials including, but not limited to, audio, video, images, Rachel's name, slogans, quotes, writings, posters and any other related deliverables are owned by the Company and may not be used outside the terms and conditions of this Agreement without the written consent of a duly authorized officer of the Company.
17. The Contract Documents are intended as the final expression of the Agreement between the parties and supersede any other agreements between the parties either written or oral. No modification of this Agreement will be effective unless and until it is evidenced in writing and signed by both parties.

Initial: ____/____

AGREEMENT

THIS AGREEMENT, made and entered into this third day of November 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Russ Salgy, 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 December 3, 2011, 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. **Performances.**

- Hmong New Year Song—*Mr. Galong Xiong*
- Hmong Traditional Clothing Show:
 - a. Blue Hmong- *Neng Xiong / Bao Vang*
 - b. White Hmong- *Xai Moua / Ka Moua*
- Hmong Traditional Music:
 - 1. Nkau Nogncaas—*Mr. VangChue Vang*
 - 2. Tsaajnpclaim—*Mr. GaLong Xiong*
 - 3. Geej—*Mr. ChiaYing Vue*
- Hmong Second Generation Dances:
 - 1. Hmong Girl Dancers called APAA

3. **Background Check.** Not Applicable
(Applies to contractors working independent with students)

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

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

- a. Payment shall be made by the District within 30 days of satisfactory completion of services and submission of a proper invoice by the Contractor in the amount of \$1,000 for all performances;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Russ Salgy, Copeland Community Center, 28. E. Village View Drive, Duluth, MN 55805

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

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

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

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

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

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

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

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

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

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


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



Contractor, Russ Salgy

~~XXXXXXXXXXXX~~ 11/7/11

Tax Identification Number Date

Program Director,


Director of Business Service

Date
11/15/11

Date

Superintendent of Schools

Date

Hmong New Year



Program Schedule

December 3, 2011

MC: *Npauj P. Vaaj*

- 11:00—11:15 Opening/Welcoming Remarks:
-*Mr. NaoToua Xiong*
-*Mr. CherPao Vang*
- 11:15—11:30 Special guests:
1. Mayor of Duluth *Mr. Don Ness*
2. Mayor of Superior *Mr. Dave Ross*
3. State Representative *Mr. Roger Reinert*
4. MACV *Mr. Durbin Keeney*
- 11:30—11:35 Hmong New Year Song—*Mr. Galong Xiong*
11:35—11:45 Hmong Traditional Clothing Show:
a. Blue Hmong
 - *Neng Xiong / Bao Vang*
b. White Hmong
 - *Xai Moua / Ka Moua*
- 11:45— 12:00 Hmong Traditional Music:
1. *Nkau Nogncaas—Mr. VangChue Vang*
2. *Tsaajnplaim—Mr. GaLong Xiong*
3. *Geej—Mr. ChiaYing Vue*
- 12:00—12:15 Hmong Second Generation Dances:
1. Hmong Girl Dancers call APAA
- 12:15—12:30 Closing Remarks:
-*Ms. Bea Larson*
-*Ms. Stacey Afterhoff*
- Thanks to: -*First United Methodist Church*
 -*Duluth Superior Area Community Foundation*
 -*Lloyd K. Johnson Foundation*
 -*ISD 709, Asian Pacific Cultural Center*
 -*Copeland Community Center*
- 12:30—1:30 LUNCHEON

INDEPENDENT SCHOOL DISTRICT NO. 709

MEMORANDUM OF AGREEMENT, made this 7th day of November, 2011, between Independent School District No. 709, a public corporation, in the State of Minnesota, party of the first part, hereinafter called "ISD 709", and Normco Auctioneering, 350 Garfield Avenue, Duluth, MN 55802, party of the second part, hereinafter called Contractor",

WITNESSETH, that the said Contractor, in consideration of the covenants and agreements herein mutually entered into and under the conditions and penalties provided in the specifications hereto annexed, which specifications form an integral part of this contract and also under the penalty expressed in a bond hereto annexed, does for itself and for its successors, assigns, executors and administrators covenant, promise and agree to and with ISD 709 that Contractor shall and will at its own proper cost and expense and according to the best of its art and ability, do and perform all the work and furnish all materials (except only where otherwise especially provided herein to the contrary) which may be required in

building and completing the work required: For auction services at ISD 709 on December 10, 2011 at Old Laura Macarthur School (727 N Central Avenue). Contractor shall provide and pay for printed advertising in local publications and post on the NORMCO website prior to the auction. ISD 709 agrees to pay a ten (10%) percent commission (or less) of the total receipts plus up to \$500.00 advertising costs following the auction, after receipt of information from NORMCO.

Together with all other words connected therewith or necessary thereto, in accordance with the specifications herein contained and in accordance with the plans and directions made and to be made from time to time as the work proceeds, said directions to form a part of this contract.

AUDIT:

All books, records, documents, and accounting procedures and practices of the vendor, that are relevant to the contract, are subject to examination by the state auditor. (1998 Minn. Laws chp. 386, art. 1, & 6.)

CONSIDERATION:

ISD 709, in consideration of the due and faithful performance of the covenants and agreements referred to herein and in the specifications promises and agrees that the contract price submitted to ISD 709 in Contractor's bid shall be paid to said Contractor, in full for all claims and demands, and in the manner herein provided and subject to all specified and legal conditions, forfeitures and deductions.

CONTRACT DOCUMENTS:

It is understood and agreed that this contract consists of the following:

1. Printed Memoranda of Agreement
 2. Numbered Addenda
-

3. Advertisement for Bids, Contractor's Bid and Resolution

Awarding Contract

4. Plans and Specifications on File at ISD 709
5. Certificate of Insurance
6. Current Department of Labor Wage Rate Table

IN WITNESS WHEREOF, Independent School District No. 709 has caused these presents to be signed by the chair of the Board of Education, or its designee, and said Contractor shall hereunto set his/her hand the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: Bill Hanson

Date: 11/14/11

Bill Hanson, CFO/Executive Director of
Business Services
School Board Designee

CONTRACTOR

By: Paul Allen

Its: Paul Allen

Date: 11-8-11

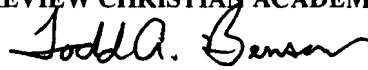
LAKEVIEW CHRISTIAN ACADEMY
Guidelines for
TRANSPORTATION REIMBURSEMENT TO PARENTS
2011 - 2012

1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available at your school or from the Transportation Department.
 - A. The invoice must be signed.
 - B. The invoice must be submitted each month at your school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of my children to Lakeview Christian Academy.

_____ days X _____ miles X 30 Cents per mile = reimbursement.
(Round trip from home to school)
3. Mail or bring "Invoice" to your school and they will be submitted as a group to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session and only for their mileage. Car pool mileage should not be submitted. For the 2011 - 2012 school year one family reimbursement is maximum of \$300.00.
5. All reimbursement claims must be received at ISD 709 by June 8, 2012.

LAKEVIEW CHRISTIAN ACADEMY

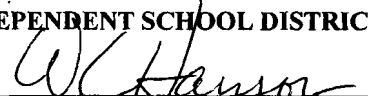
BY



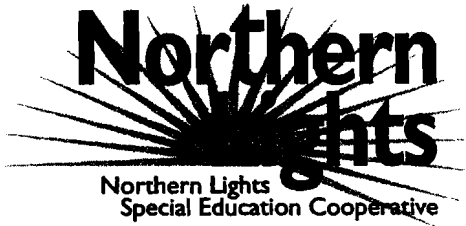
Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY



Director of Business Services



**Northern Lights Special Education
Cooperative**

302 14th Street ~ Cloquet, MN 55720
(218)879-1283 ~ Fax (218)879-1285
www.nlsec.k12.mn.us

Cathy Tryggestad ~ Special Education Director

**2011 - 2012
CONTRACT FOR ECSE ACTIVITIES**

This agreement, entered into this 31st day of October, 2011, by and between Duluth ISD #709 (herein referred to as the District) and Hermantown/Proctor EC Program, Stepping Stones (hereinafter referred to as Contractor) witnesses that:

Whereas, the District has determined that it is necessary to retain the services of a qualified Early Childhood Education School Readiness Program to attain the following objectives:

1. **To meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act, that an Early Childhood Education School Readiness Program, as deemed necessary by the child study process and documented in the student's Individual Interagency Intervention Plan (IIIP).**
2. **The services provided are necessary for the students to make progress on IIIP goals and/or access the general education curriculum.**

WHEREAS, the Contractor is duly qualified to perform these services and whereas personnel will hold appropriate licensure by the Board of Teaching or the Commissioner of MDE for the necessary service for which they provide. If neither issues a license for the necessary service, the professionals will be members of good standing in their professional organization. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to the District prior to the initiation date of the contract and on an annual basis thereafter.

NOW, THEREFORE, the parties agree as follows:

1. **The District shall provide a licensed Early Childhood Education Program to meet the objectives stated above.**
2. **The Contractor and the District shall agree to provide services to the students with disabilities as defined in the Individuals with Disabilities Education Act.**
3. **Services will be provided at the Hermantown/Proctor EC Program, Stepping Stones facility, in a room that is essentially equivalent to the regular education program.**
4. **The Contractor shall provide an atmosphere that is conducive to learning and shall meet the needs of the students' special physical, sensory and emotional needs.**

5. **Starting September 12, 2011, the Contractor will provide early childhood education services for one student at a yearly rate of \$300.00. Total contract cost is \$300.00.**
6. **The District will purchase these services using the following funding sources:**
 - Local Dollars: 48% or up to \$144.00 for contract utilizing General Education Revenue**
 - State Aids: 52% or up to \$156.00 for contract**
 - Contract Total: 100% or up to \$300.00 for contract**
7. The Contractor will submit mid-year and end of year invoices that reflect service dates and students served.
8. The District shall make payments upon receipt of invoices.
9. The Contractor shall maintain appropriate liability coverage commensurate with the services provided and submit a copy of the policy upon request to the District.
10. **The Director of Special Education shall be responsible for the oversight of the contracted services contained within this agreement.**
11. This agreement shall be in force from September 12, 2011 through May 7, 2012. Either party shall provide written notice regarding reduction/discontinuation of services hours with a 30-day notice.

Signed by:

Duluth ISD #709
 William Hanson, CFO
 215 North First Ave. East
 Duluth, MN 55802

By: William Hanson

Date: 11/7/11

Duluth ISD #709
 Laura Fredrickson
 215 North First Ave. East
 Duluth, MN 55802

By: Laura Fredrickson

Date: 11-3-11

Signed by:

Hermantown/Proctor EC Program, Stepping Stones
 Lori Fichtner
 5028 Miller Trunk Highway
 Hermantown, MN 55811

By: _____

Date: _____

Students: A. Stanley

*Number of students may vary throughout the year.



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson

From: Kerry M. Leider

Date: November 11, 2011

Re: Extension and Amendment of Parking Lot Use Agreement

Enclosed please find two (2) copies of the Extension and Amendment of Parking Lot Use Agreement between Independent School District #709 and The Duluth Congregational Church for the shared use of up to forty (40) parking spaces in the parking lot located at 3833 East Superior Street. The amended agreement extends the date to allow use of the lot throughout the current school year at a cost of \$160.00 per month for a total cost of \$1,120.00 throughout the term of this agreement.

I am recommending approval of the Extended and Amended Agreement with The Duluth Congregational Church for parking lot use near East High School. If you concur, please sign both copies and return them to the Facilities Management office for processing.

If you have any questions, please call me at extension 3234.

Attachments

EXTENSION AND AMENDMENT OF PARKING LOT USE AGREEMENT

This extension and amendment is made and entered into this 12th day of October 2011, by and between THE DULUTH CONGREGATIONAL CHURCH, Minnesota, a non-profit corporation hereinafter referred to as the CHURCH, and INDEPENDENT SCHOOL DISTRICT #709, a public corporation under the laws of the State of Minnesota, hereinafter referred to as the DISTRICT for the shared use of up to forty (40) parking spaces in the parking lot located at 3833 East Superior Street; and

WHEREAS, the District and the Church entered into an Agreement dated September 8, 2011 covering the period from September 9, 2011 until November 11, 2011 for the shared use of up to forty (40) parking spaces without any obligation on the part of the Church to make any improvements in the parking lot located at 3833 East Superior Street; and

WHEREAS, the District and the Church desire to amend and extend this agreement to cover the period beginning November 12, 2011 and ending June 15, 2012;

NOW, THEREFORE, in consideration of the terms described above, the parties hereto agree that said Agreement shall be extended and amended, and except as herein amended, all other terms and conditions of the original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Extension and Amendment and affixed their seals thereto, as of the day and year first above written.

CHURCH:

THE DULUTH CONGREGATIONAL CHURCH

BY: Carol Thibault

Carol Thibault, Church Moderator

DISTRICT:

INDEPENDENT SCHOOL/DISTRICT NO. 709

BY: William C. Hanson

William C. Hanson, Director of Business Services