



## FACILITIES MANAGEMENT

Independent School District No. 709

*Located at 730 East Central Entrance*

*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:** September 24, 2012

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

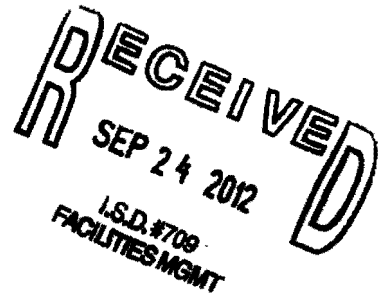
Attached are two (2) copies of the Agreement between Independent School District #709 and BLB Consulting, LLC for consulting services to provide training and assist with the district-wide system set-up and implementation of the preventive maintenance procedures. The total estimated cost of these services is \$9,890.00.

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

Attachments

September 20, 2012

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



Dear David:

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

**Scope of Services**

- System setup, 130 pm procedures (13 buildings x 10 procedures) input and 8 hrs of staff training for the SchoolDude PMDirect module.
- System setup, data entry of approximately 2,100 pieces of equipment (average of 100 per elementary, 200 per middle school and 300 per high school.) Categories and lists of assets will be discussed with district.
- Equipment assigned to the proper pm procedure.
- PM procedures assigned to the correct location and technician.
- PM procedures set for the intervals determined by the district.
- An implementation schedule with timelines, milestones and responsible parties.
- Other facilities management and planning services as requested within the stated timeframe and budget.
- This proposal will include services for the buildings listed below

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

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

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

**Final Product**

Between July 1, 2012 and June 30, 2013 BLB Consulting, LLC will provide the district with the following deliverables.

- Input of 10 preventive maintenance procedures for each of the buildings listed above. This equals 1,300 preventive maintenance procedures.
- Input of 2,100 assets into the district's preventive maintenance programs.
- Two on-site visits, each 4 hours in length, focusing on implementation and training.
- A customized implementation schedule with timelines, milestones and responsible parties.
- Other facilities management and planning services as requested within the stated timeframe and budget.

**Fee Proposal**

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

**Hourly Billing Rates**

Sr. Project Manager	\$105 per hour
Project Manager	\$85 per hour
Assistant Project Manager	\$65 per hour
Data Entry – Level 1	\$45 per hour
Data Entry – Level 2	\$30 per hour
Data Entry – Level 3	\$25 per hour

The services proposed will be completed on a time and materials basis not to exceed

SchoolDude Equipment Data Entry	\$5,920.
SchoolDude Preventive Maintenance Procedures Setup	<u>\$3,970.</u>
<b>Total Package Cost</b>	<b>\$9,890</b>

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

*Brian Boelter*

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

9-20-12

\_\_\_\_\_  
Date

*W. Hanson*

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

9/25/12  
\_\_\_\_\_  
Date



## FACILITIES MANAGEMENT

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# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider 

**Date:** October 16, 2012

**Re:** Property Line Survey and Legal Description at East High School – Salo Engineering

Attached find two (2) copies of the Agreement between Independent School District #709 and Salo Engineering to provide survey services for the west property line at East High School and a legal description for the school forest area. The total estimated cost for these services is \$1,500.00.

I am recommending approval of the contract with Salo Engineering to provide survey services and a legal description based on their attached proposal. If you concur, please sign both copies of the proposal and return them to the Facilities Management office for processing.

Attachments



**ENGINEERS**

**SURVEYORS**

**PLANNERS**

4560 Norway Pines Place □ Duluth, Minnesota 55811  
218/727-8796 □ Fax 218/727-0126

October 10, 2012

Kerry M. Leider  
ISD No. 709  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802

Re: Boundary Survey of the Kensington Site  
Duluth, Minnesota

Dear Mr. Leider:

As requested, we have prepared a cost proposal to provide you with a boundary survey of Lots 1-48, Block 4, Kensington Place Addition to Duluth, Minnesota. Our specific services are listed below in the Scope of Work.

#### **SCOPE OF WORK**

- We will place a "T" iron with an aluminum cap and a wood lath at the 4 corners of Block 4, unless the position is already marked.
- We will place a wood lath at the midpoint on the east and west lines of Block 4.
- We will prepare a drawing showing the results of the survey.

#### **FEES**

Engineering and land surveying fees are established using a Lump Sum basis. Based on the scope of work outlined, the professional fees for this project will be **\$1,500.00**. This amount will not be exceeded without your prior authorization and will be invoiced monthly as the work progresses. However, as this work is performed, if the scope of services required is changed, the amount of the compensation provided for herein shall be adjusted appropriately.

#### **INSURANCE CERTIFICATES**

Requests for insurance certificates naming additional insureds or other special requests must be made in writing. A \$50.00 charge for each special request will apply.

#### **BILLING**

During the course of the engagement, we will invoice monthly for those fees and expenses incurred to date. Invoices are payable upon presentation. We accept Visa, MasterCard, and Discover.

**ACCEPTANCE PROCEDURES**

We appreciate the opportunity to present this proposal to you. We trust the information contained in this proposal is satisfactory for your purposes. However, if modification is required on any matter contained herein, please do not hesitate to contact us.

**ACCEPTANCE OF PROPOSAL**

Payment will be made as outlined above. You are the owner or the authorized agent of the property/project on which you have authorized Salo to perform work.

If this letter correctly states your understanding of the work to be performed, please sign the enclosed confirmation copy and return it to us as your authorization for us to proceed with the assignment.

Authorized Signature

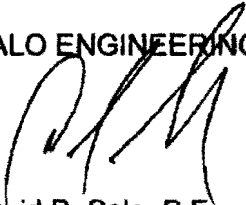


Date Accepted

10/22/12

Sincerely,

SALO ENGINEERING INC.



David P. Salo, P.E.  
DPS:seb





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Duluth, Minnesota 55802

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# Memorandum

**To:** Bill Hanson

**From:** Kerry M. Leider

**Date:** October 18, 2012

**Re:** Boundary Survey of the Kensington Site

Attached find two (2) copies of the Agreement between Independent School District #709 and Salo Engineering to provide boundary survey services for Lots 1 – 48, Block 4 at the Kensington site. The total estimated cost for these services is \$1,500.00.

I am recommending approval of the contract with Salo Engineering to provide boundary survey services at the Kensington site based on their attached proposal. If you concur, please sign both copies of the proposal and return them to the Facilities Management office for processing.

Attachments





**ENGINEERS**

**SURVEYORS**

**PLANNERS**

**4580 Norway Pine Place □ Duluth, Minnesota 55811  
218/727-8798 □ Fax 218/727-0126**

October 15, 2012

Kerry Leider  
ISD #709  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802

Re: Eastern High School Site

Dear Kerry:

We propose to provide you with a survey of the west property line of the Eastern High School site, and we will mark the line with a lath every 50 feet. The lath points and property corners will be shown on the drawing with a table of GPS coordinates in latitude/longitude for the points.

Prior to performing the fieldwork, we will calculate the latitude/longitude of the major west property line points and provide you with this preliminary data. Our fieldwork will confirm all office calculations.

We will also prepare a legal description for the "School Forest " area as shown in green on the attached sheet and will place a lath at the "New Point" location at the back of the baseball field as shown on the attached sheet.

#### **FEES**

Engineering and land surveying fees are established using a Lump Sum basis. Based on the scope of work outlined, the professional fees for this project will be **\$1,500.00**. This amount will not be exceeded without your prior authorization and will be invoiced monthly as the work progresses. However, as this work is performed, if the scope of services required is changed, the amount of the compensation provided for herein shall be adjusted appropriately.

#### **INSURANCE CERTIFICATES**

Requests for insurance certificates naming additional insureds or other special requests must be made in writing. A \$50.00 charge for each special request will apply.

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During the course of the engagement, we will invoice monthly for those fees and expenses incurred to date. Invoices are payable upon presentation. We accept Visa, MasterCard, and Discover.

**ACCEPTANCE PROCEDURES**

We appreciate the opportunity to present this proposal to you. We trust the information contained in this proposal is satisfactory for your purposes. However, if modification is required on any matter contained herein, please do not hesitate to contact us.

**ACCEPTANCE OF PROPOSAL**

Payment will be made as outlined above. You are the owner or the authorized agent of the property/project on which you have authorized Salo to perform work.

If this letter correctly states your understanding of the work to be performed, please sign the enclosed confirmation copy and return it to us as your authorization for us to proceed with the assignment.

Authorized Signature



Date Accepted

10/16/12

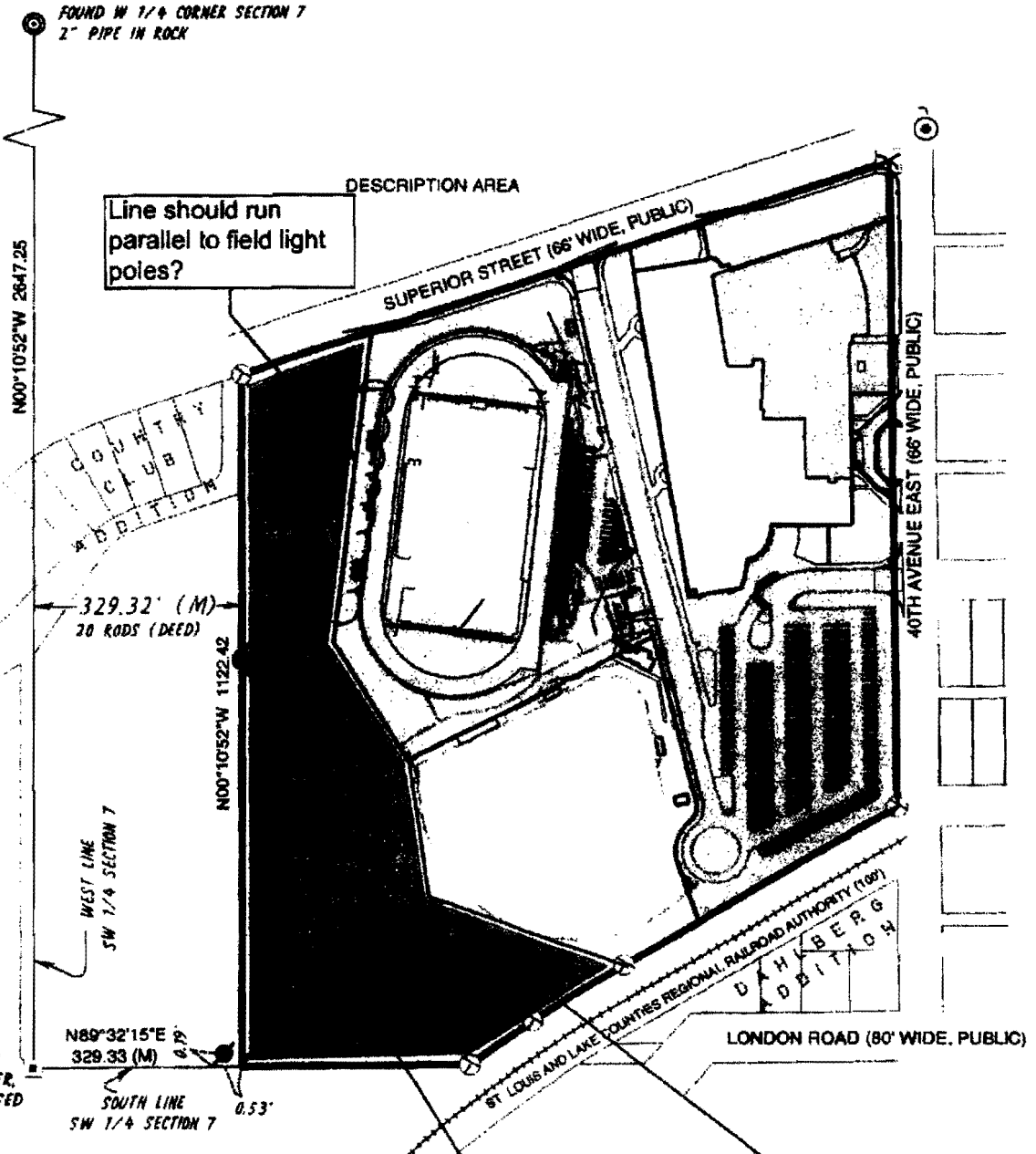
Sincerely,

SALO ENGINEERING INC.



David P. Salo, P.E.  
DPS:seb

FOUND IN 1/4 CORNER SECTION 7  
2" PIPE IN ROCK



Line should run parallel to field light poles?

School Forest need legal description

New point required that has not been previously described.

SET 3/4" CAPPED REBAR FOR SW CORNER, SECTION 7 BASED OFF OF FOUND TIES

P:\F\JAMES\PROJECTS\2011\11-28-11\11-28-11.dwg

**Concurrent Enrollment/Honors Online Agreement  
Between  
Lake Superior College  
And  
Duluth Public School District, ISD #709  
2012-2013**

**MISSION**

This agreement between Duluth Public School District (ISD #709) and Lake Superior College, Duluth, Minnesota, is effective for the academic year 2012-2013. The intent of this agreement is to provide Duluth Public School District students an opportunity to enroll through Concurrent Enrollment in Lake Superior College courses. The purpose for providing Concurrent Enrollment is to create a seamless educational path for area high school students. Lake Superior College is building bridges with our area high schools. Lake Superior College will work cooperatively and in partnership with high school personnel and students in the enrollment procedures, validating course competencies, and grade transcription.

**COST CONCURRENT ENROLLMENT:** The cost to the high school is **\$1,500 per course**. The cost will cover all sections taught at Duluth Public School District. The total cost is **\$15,000 for the courses listed below. (\$1,500 x 10 courses = \$15,000)**

**COURSES**

The following courses will be covered under this Concurrent Enrollment agreement:

<b>Course</b>	<b>Course Title</b>	<b>Credits</b>	<b>HS Instructor</b>	<b>LSC Faculty</b>
*BIOL 1005	Intro to Cell Biology	1 Credits	Timothy Verner (East) (2 Sections)	Brian Bich
*BIOL 1140	Human Anat & Phys I	4 Credits	Timothy Verner (East) (2 Sections)	Brian Bich
*BIOL 1005	Intro to Cell Biology	1 Credits	Alison Wood (Denfeld) (2 Sections)	Brian Bich
*BIOL 1140	Human Anat & Phys I	4 Credits	Alison Wood (Denfeld) (2 Sections)	Brian Bich
MATH 1150	Pre Calculus	5 Credits	Debra Halver (Denfeld)	Kathy Grosh
MATH 1150	Pre Calculus	5 Credits	Tim White (Denfeld)	Kathy Grosh
MATH 1150	Pre Calculus	5 Credits	Bill Garnet (East) (3 Sections)	Keith Brakke
MATH 1150	Pre Calculus	5 Credits	Christine Osthus (East) (3 Sections)	Keith Brakke
BUS 1400 (MKTG 1421)	Principles of Marketing	3 Credits	Peggy Ehlert (East) (2 Sections)	Jim Drake
BUS 1400 (MKTG 1421)	Principles of Marketing	3 Credits	Mike Devney	Jim Drake
*ALTH 1400	Medical Occupations	1 Credit	Kim Olson	Jennifer St. Arnold
*ALTH 1410	Medical Terminology	1 Credit	Kim Olson	Jennifer St. Arnold
NUNA 1420	Nursing Asst / Home Health Aide	4 Credits	Kim Olson	Melanie Kucera

\*These courses are considered one course for one fee

**STUDENT QUALIFICATIONS**

College in the Schools allows high school juniors and seniors to earn both high school and college credit for classes offered through a high school and taught by a high school teacher. To be eligible, juniors must rank in the top third of their high school class or have a 3.0 cumulative G.P.A, seniors must rank in the top half of their class.

## **FACULTY QUALIFICATIONS**

High School instructors who teach college courses in high school are expected to meet the same minimum qualifications as set by the Minnesota State College Faculty Association and the Minnesota State Colleges and Universities.

## **COLLABORATION REQUIREMENTS**

### **Lake Superior College High School Connections Staff**

- Provides each high school with an Articulation Agreement indicating each CITS class.
- Provides registration forms for high school student use.
- Provides necessary registration, withdrawal, and add/drop policy information.
- Provides information that informs CITS students about academic and student support services available to all students at the college.
- Ensures that each CITS class is created in ISRS.
- Ensures that all CITS registrations are entered for each CITS class.
- Maintains records for all Waiver Requests.
- Makes appropriate record adjustments for student in accordance with Add/Drop and Withdrawal policies.
- Sends class lists to CITS teachers as soon as the class lists are complete.
- Ensures that CITS class lists are correct.
- Ensures all grades are submitted and recorded in ISRS.
- Provides transcript request information to all students.
- Maintains records for all completed CITS classes.

### **Lake Superior College Faculty Mentor:**

- Collaborates with the high school CITS teacher to clarify approved college course outline and outcomes and to create a syllabus with the CITS teacher; assures that assessment meets college criteria.
- Provides current college text information and/or exam copies of the text, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Supports CITS teachers, giving additional time and attention to teachers new to the program.
- Provides teachers who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
- Meets regularly (face-to-face, email, telephone) with high school CITS teacher and monitors assignments, exams, projects, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the LSC course outline.
- Arranges to guest lecture if requested by the high school teacher.
- Submits to the CITS coordinator a report at the end of the semester or year of interchanges with high school teachers for each CITS course.
- Reviews class grades assigned by the CITS teacher.
- Extends to the high school CITS teachers, invitations to participate in appropriate campus-based faculty development activities.

**High School Teachers & Staff:**

- Signs CITS agreement and returns it to LSC.
- Ensures completion of LSC registration forms and sends forms to the High School Connections Office.
- Agrees to terms of the LSC policy for Add/Drop and Withdrawals.
- Contacts the LSC CITS for withdrawals in accordance with LSC policy.
- By February 1 of each year, completes a *Course Proposal Application* to request courses for the following academic year and sends it to LSC's CITS staff. This will include the high schools start and end date of each semester.
- Submits all CITS class registration forms within one week of the visit to the class by the LSC staff.
- Ensures that CITS class lists are correct within one week of receipt and informs LSC Staff of any corrections.
- To the extent possible, provides counseling services to students and their parents or guardian before students enroll in CITS courses. This ensures that the students and their parents or guardians are fully aware of the risks and possible consequences of enrolling in CITS courses.
- Creates a course syllabus for the CITS course in collaboration with the college faculty, by September 1<sup>st</sup> of each year. This syllabus must be sent to the LSC faculty mentor and LSC CITS staff.
- Assigns final, whole letter grades to each student on the class lists provided by LSC's CITS staff.
- The completed grade sheet is to be signed and sent the LSC staff within two days of the last day of the CITS class.

**Duluth Public School District**

  
Superintendent or Assistant Superintendent

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date

**Lake Superior College**

\_\_\_\_\_  
Wade Gordon, Diversity & Student Support Services

\_\_\_\_\_  
Mark Magnuson, VP Academic & Student Affairs

\_\_\_\_\_  
Date

COLLEGE in the HIGH SCHOOL  
OPERATING GUIDELINES  
2012-2013 Academic Year

Fond du Lac Tribal & Community College (FDLTCC) and ISD 709 enter into the following agreement to offer college classes in the secondary school in the College in the High School Program - A partnership with secondary schools.

1. The college courses shall be those that are regularly developed and taught at the campus of the sponsoring college, and which would be accepted as part of the general education requirement for the associate degree.
2. Teachers of college courses in high schools shall have (1) a master's degree, or 45 graduate quarter credits which would apply to a master's degree; (2) with a major in the subject area to be taught, or 23 graduate quarter credits which would apply to that major; (3) or has had at least 10 years of successful teaching in the subject area to be taught; and (4) must provide the college with a resume, transcripts, and teaching certificates.
3. Textbooks and other instructional material, which are specified in the course outline, shall be ordered through the college bookstore unless an exception is authorized by the college. The college mentor for the course will work with the instructor on textbook selection.
4. The course content and syllabus are to be followed. The high school instructor will be assisted and supported by a mentor designated by the college. The high school should make every effort to provide the high school instructor with as much extra preparation time as possible.
  - A. Course plans shall be developed which address:
    - The length and number of class meetings and how they will be used to cover the subject matter of the course.
    - Class lists and procedures for adding or dropping courses. (A student may drop a course within the 25 days of the college schedule.) High school teachers must report all class withdrawals to the college two weeks before final grades are submitted to the college.
    - Library resources and college writing expectations.
    - Required materials and tests.
    - Attendance policy and how it applies to grading.
  - B. For courses that are taught for the first time by a high school instructor where either (1) the course or (2) the high school instructor is receiving supervision for the first time by the cooperating college instructor, meetings shall take place as follows:
    - At least one meeting between the cooperating college instructor and the high school instructor prior to the start of the course.
    - At least three in-person observations per class section by the cooperating college

instructor. Written reports of these observations shall be made to the program director, who will report to the Dean of Instruction, and to the high school principal.

- At least one follow-up meeting between the cooperating college instructor and the high school instructor. Any recommendations are to be given to the program director who will consult with the Dean as necessary.

C. For repeat courses or courses that continue as part of a sequence which involve both (1) the same high school instructor: and (2) the same cooperating college instructor, at least two meetings shall be arranged between the two instructors.

5. Class enrollment is restricted to students registered through Post-Secondary Enrollment Options, Concurrent Enrollment or Board Policy 111.01.03.

6. The high school will establish college approved selection criteria for admissions to the college courses with a priority given to those students who demonstrate the ability to benefit from college level course work. These criteria and standards for admissions shall be distributed to high school students by the high school.

The Minnesota State Colleges and Universities (MNSCU) Board Policy stated the following requirements shall apply (1) to high school students participating in the Post-Secondary Enrollment Options program in a community college; and (2) to community college courses taught by high school teachers, to high school students, through a cooperative arrangement between a community college, and a high school.

PSEO participation shall be available to juniors and seniors enrolled through a Minnesota high school, home school, or alternative learning center who present evidence of the ability to perform college-level work. Such evidence includes the following:

A. for juniors, class rank in the upper one-third of their class or a score at or above the 70th percentile on a nationally standardized, norm-referenced test;

B. for seniors, class rank in the upper one-half of their class or a score at or above the 50th percentile on a nationally standardized, norm-referenced test;

C. A high school that wishes to have a college or university offer a PSEO concurrent enrollment course to its students, but cannot generate sufficient enrollment to offer that course only to 11th and 12th grade students who meet the PSEO eligibility requirements of Part 2, Subpart A may: request approval for an exception from the president of the college or university to allow 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.

D. The academic skills assessment program shall be administered by the college staff to high school students seeking to enroll. If the scores for any high school student indicate a lack of preparation for college level work, enrollment should not be approved.




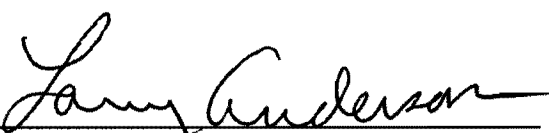
An exception to the above standards may be approved by the community college president or provost based on a signed statement by the high school principal, or other authorized school official, indicating that the student could benefit from college courses, and is recommended for admission.

7. Parents of prospective students will be given an opportunity to meet with Instructor, Guidance Counselor, and College Representative to discuss the student's responsibilities.
8. The college will provide registration, grade reports, transcripts, maintain records for high school students, and award full college credit for successfully completed courses.
9. The high school will provide a qualified instructor, classroom and lab facilities (if needed), instructional materials (including textbooks), time for the instructor to plan the course and meet with the designated mentor.

The high school instructor will provide the designated mentor with a final class list (roster) before the end of the drop period usually two weeks from the start of school, will promptly notify the college of any withdrawals after the last drop day using forms provided by the college, and will provide the college with the students grades by the designated date established by the college.

10. The course will be at no cost to the student.
11. A minimum of 12 students is needed to run any class at the high school under this program. This requirement may be waived at the discretion of the FDLTCC Dean.
12. Classes shall be discrete college or university level courses that must have at least 51% of the students taking the course for college credit. However, to help maintain the integrity of the class, schools should try to maintain as high a percentage of college credit students as possible with 100% being ideal.

  
\_\_\_\_\_  
Superintendent CFO

  
\_\_\_\_\_  
Larry Anderson, President  
Fond du Lac Tribal & Community College

**FOND DU LAC TRIBAL AND COMMUNITY COLLEGE  
COLLEGE IN THE SCHOOLS COURSES  
2012/2013**

**Duluth East High School**

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
<b>Law Enforcement:</b>			
LAWE 1001- Introduction to Crim. Just.	2	3	Susan Schmidt
<b>Political Science:</b>			
POLS 1010- American Government	1	3	Susan Schmidt
POLS 1010- American Government	2	3	Susan Schmidt
<b>Psychology:</b>			
PSYC 2001- General Psychology	1	4	Jon Flaa
PSYC 2001- General Psychology	2	4	Jon Flaa
<b>Science:</b>			
CHEM 1010- General Chemistry	AY	5	Cindy Grindy
PHYS 1001- Introduction to Physics	AY	4	Ted Ford
<b>7 Classes X \$1,500= \$10,500</b>			

FOND DU LAC TRIBAL AND COMMUNITY COLLEGE  
COLLEGE IN THE SCHOOLS COURSES  
2012/2013

**Duluth Denfeld High School**

<u>Course</u>	<u>Semester</u>	<u>Semester Credit</u>	<u>Instructor</u>
<b>Political Science:</b>			
POLS 1010-American Government	1	3	Ethan Fisher
POLS 1010-American Government	2	3	Ethan Fisher
<b>Psychology:</b>			
PSYC 2001-General Psychology	2	4	Jackie Ring
<b>Science:</b>			
PHYS 1001-Introduction to Physics	AY	4	Kevin Michalicek
CHEM 1010-General Chemistry I	AY	5	Carolyn Heistad
<b>5 Classes X \$1500 = \$7500</b>			

# **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: **Duluth East High School, 301 North 40th Avenue East, Duluth, MN, 55804**

Telephone: **218-336-8845**

Contact Name: **Jerry Upton**

For the Sole Purpose of: **East High School Holiday Concert 2012**

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

**December 14, 2012 (Friday)**

**Symphony Hall**

**Paulucci 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 Dollars 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 Insured** 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 12<sup>th</sup> day of September, 2012**

DULUTH ENTERTAINMENT CONVENTION CENTER

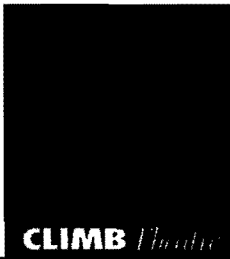
Attest: \_\_\_\_\_  
President  
Duluth Entertainment Convention Center  
Authority

By: \_\_\_\_\_  
Executive Director  
Duluth Entertainment Convention Center  
(DECC)

  
\_\_\_\_\_  
Permittee Signature

CFO  
\_\_\_\_\_  
Permittee Title

10/24/12  
\_\_\_\_\_  
Date



**CLIMB Theatre Master Contract Agreement**

6415 Carmen Avenue East • Inver Grove Heights • MN • 55076  
651-453-9275 / 800-767-9660 • 651-453-9274 fax • www.climb.org

Billing Organization \_\_\_\_\_  
ORG04351  
**Homecroft Elementary School**  
4784 Howard Gnesen Road  
Duluth, MN 55803-1299  
  
Contact: Lehna, Susan • (218) 728-7446 X2520

Other Supporting Organization (if any) \_\_\_\_\_

**THIS AGREEMENT** is made and entered into as of 10/17/2012 by and between **CLIMB Theatre Inc.**, a Minnesota not-for-profit corporation organized pursuant to Chapter 317 of the Minnesota Statutes (hereinafter "CLIMB") and Homecroft Elementary School (hereinafter "Host Organization").

**THE PURPOSE OF THIS AGREEMENT** is to set out the terms and conditions whereby CLIMB will provide dramatic and educational programming for the Host Organization at the times and locations set forth in this agreement.

*The terms and conditions of this Agreement are as follows:*

1. **Programming** - CLIMB hereby agrees to provide programs according to the list at the end of this contract.
2. **Payment** - Host Organization shall pay to CLIMB a total of **\$1202** on or before 11-26-2012 by delivering payment to CLIMB at its offices at 6415 Carmen Avenue E., Inver Grove Heights, MN, 55076, for services rendered.
3. **Ownership of Performance Rights** - The programming governed by this Agreement is the exclusive property of CLIMB or represent property duly licensed to CLIMB. Host Organization agrees that it shall not reproduce the programming in any fashion or appropriate the content of the programming, or any portion thereof, for its own use. Further, the Host Organization shall not photograph, film, videotape, or otherwise record or preserve the program(s), or portion thereof, without written permission from CLIMB. This does not preclude photographs for yearbook or other in-school use of photographs or coverage by local press, which is encouraged. Please notify CLIMB of any media coverage you intend to pursue. CLIMB shall retain all rights to program(s), including the exclusive right to record, photograph, broadcast, film, or publicize CLIMB's program(s) except as may be agreed upon by the parties.
4. **Cancellation** - In the event that the program(s) is(are) cancelled at the instigation of the Host Organization, and are not due to a Force Majeure event, with less than four weeks' notice, said Organization will be assessed a \$100.00 cancellation fee. Cancellation with less than two weeks notice, said Organization will be assessed a 50% cancellation fee.
5. **Force Majeure** - As the program(s) governed by this Agreement may be subject to interruption by the sickness, inclement weather, accident, act of God or legitimate unforeseeable circumstance, it is agreed that neither party shall be entitled to damages from the other in the event program(s) are interrupted or cancelled by such circumstances.
6. **Rescheduling** - In the event that weather or other conditions beyond either party's control force postponement of this program, the activity shall be rescheduled for a date mutually agreed to by both CLIMB and Host Organization.
7. **Governing Law and Arbitration** - This Agreement is to be governed by the laws of the State of Minnesota, and any dispute relating to the interpretation of this Agreement arising from the terms hereof or performance hereunder by either party will be arbitrated under the auspices of the American Arbitration Association at its Minneapolis, MN office.
8. **Entire Agreement** - This Agreement contains the entire understanding of the parties hereto with respect to the subject 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.

Date Time	Performance Site Name of Performance	Charges		Support Funds			Amount To Be Paid By		
		Program	Travel	Program	Travel	MSAB	"Other"	PerfSite	Bill Org
11/16/12	Homecroft Elementary School								
8:15am	Interplays - Empathy	1,152.00	327.00	277.00				0.00	<b>1,202.00</b>
Sections:	6 #Students: 360								
Gr/#Seen:	K-5, 1x								
<b>Totals</b>		1,152.00	327.00	277.00				0.00	<b>1,202.00</b>

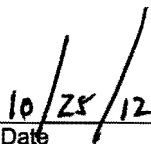
**\*\*\* Program Support Funds consist of income earned through CLIMB's charitable gaming activities and contributions from businesses, corporations, foundations, and individuals.**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS** 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.

\_\_\_\_\_  
Peg Wetli, Executive Director  
CLIMB Theatre

\_\_\_\_\_  
Date



  
Date

  
\_\_\_\_\_  
Title

Signature  
Homecroft Elementary School



## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 5th day of October, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Paula J. Pedersen, 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. This Agreement shall be deemed to be effective as of October 22<sup>nd</sup>, 2012 and shall remain in effect until January 31<sup>st</sup>, 2013 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. The contractor agrees to co-facilitate the Intercultural Leadership retreat experience with faculty, staff and administrators from East and Denfeld High Schools on the following dates: November 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup> and 15<sup>th</sup> 2012 & January 4<sup>th</sup>, 7<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup>, 2013. If the retreat experience is cancelled due to incimate weather, the contractor agrees to work with ISD 709 to determine a substitute date to fulfill the obligations of this contract.
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 **\$10,800**. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson ISD 709, Duluth Public Schools, 215 North 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 \_\_\_\_\_ (mailing address including Zip Code) \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Title

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Title

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

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

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



**DULUTH PUBLIC SCHOOLS/DULUTH HEAD START-YWCA EARLY CHILDHOOD  
CENTER COLLABORATION AGREEMENT  
2012-2013**

**I. THE PURPOSE OF THE COLLABORATION**

- a. To offer Head Start and Early Head Start services in a full-day, full-year child care center.
- b. To coordinate the resources, skills and expertise of Head Start and YWCA Early Childhood Center staff in order to provide Head Start and Early Head Start services for families and children aged six weeks to five years of age.

**II. BRIEF DESCRIPTION OF THE COLLABORATION**

This collaboration provides for full-day, full-year childcare at YWCA Early Childhood Center, provided by the YWCA Early Childhood staff. Duluth Head Start will, in cooperation with YWCA Childcare staff, provide services as specified in the Head Start Performance Standards, in the areas of Health & Nutrition, Disabilities, Mental Health, Social Services and Parent Involvement. Early Head Start services for infants and toddlers and their families will be provided from July through June of each school year and Head Start services to preschool children and families will be provided from September through the first week of June in keeping with the 9 month school calendar. Head Start will provide periodic staff training to YWCA Early Childhood staff. All regulations and performance standards of Head Start, the Minnesota Department of Human Services Rule 3 for Child Care Centers and the National Academy of Early Childhood Programs will be met and maintained.

**III. PARTIES INVOLVED AND KEY COLLABORATION CONTACT PERSONS**

- a. This Collaboration is between two distinct entities, the YWCA Early Childhood Center and Duluth Public Schools/Duluth Head Start.
- b. Key Contact Persons:
  - YWCA Early Childhood Center
    - YWCA Executive Director
    - Early Childhood Program Director
  - Duluth Head Start
    - Duluth Head Start Director

**IV. HEAD START PROGRAM RESPONSIBILITIES SERVING  
HEAD START ELIGIBLE FAMILIES**

**A. Child Health and Developmental Services (1304.20)**

**Description:**

The Duluth Head Start Health Services Coordinator and the Duluth Head Start Disabilities Coordinator will ensure that, through collaboration with families, staff and health professionals, all child health and developmental concerns are identified and children and families are linked to an ongoing source of

**Responsibility:**

- Duluth Head Start Health Coordinator
- Duluth Head Start Disabilities Coordinator
- Duluth Head Start

continuous, accessible care to meet basic health needs and schedules of such will be followed as per Head Start performance standards.

Director  
-YWCA Early  
Childhood Program  
Director

**B. Education and Early Childhood Development (1304.21)**

**Description:** The Duluth Head Start Collaboration Teacher/Advocate and other Duluth Head Start staff will work with the YWCA Early Childhood staff in the areas of curriculum development and documentation, individualization and child outcomes to meet Head Start performance standards. The role of the Duluth Head Start staff in this collaboration can best be described as that of a coach; supporting, challenging, introducing new strategies and ensuring compliance with Head Start performance standards. Screening tools are the Ounce, ASQ/ASQSE, Creative Curriculum and the DIAL.

-Duluth Head Start  
Education Coordinator  
-Duluth Head Start  
Director  
-YWCA Early  
Childhood Program  
Director

**C. Child Health and Safety (1304.22)**

**Description:** The Duluth Head Start Health Services Coordinator will work with the YWCA Early Childhood staff to support healthy physical development by encouraging practices that prevent illness or injury, and by promoting positive, culturally relevant health practices. And to insure compliance with Head Start performance standards for health and medical requirements.

-Duluth Head Start  
Health Coordinator  
-Duluth Head Start  
Director  
-YWCA Early  
Childhood Program  
Director

**D. Child Nutrition (1304.23)**

**Description:** The Duluth Head Start Nutrition Services Coordinator will work with the YWCA Early Childhood staff to provide for nutritional services that supplement and compliment those of the home and community, working with families to meet each child's nutritional needs and to establish good eating habits and insure compliance with Head Start performance standards. Services will include training on food safety, family style food service and sanitation as well as family assistance with nutrition.

-Duluth Head Start  
Nutrition Coordinator  
-Duluth Head Start  
Director  
- YWCA Early  
Childhood Program  
Director

**E. Child Mental Health (1304.24)**

**Description:** The Duluth Head Start Disabilities Coordinator will assist the YWCA Early Childhood staff and parents to secure services of mental health professionals and to develop a regular schedule of on-site mental health consultations involving mental health professionals, YWCA Early Childhood staff and parents and insure compliance with Head Start performance standards. Parents of Duluth Head Start infants, toddlers and preschoolers will be given the Ages and Stages questionnaire/Social Emotional (ASQSE) as an interview which will serve as a social /emotional screening.

-Duluth Head Start  
Mental Health  
Coordinator  
-Duluth Head Start  
Mental Health  
Consultant  
Duluth Head Start  
Director  
- YWCA Early  
Childhood Program  
Director

**F. Family Partnerships (1304.40)**

**Description:** The Duluth Head Start Collaboration Teacher/Advocate with support from the Duluth Head Start and YWCA Early Childhood staff will

**Responsibility:**  
-Duluth Head Start

initiate family goal setting and will assist families in finding community services to help them meet their needs and insure compliance with Head Start performance standards. They will work with the childcare staff to facilitate monthly parent meetings, trainings, and communication and to secure a policy council representative.

Family Services  
Coordinator  
-Duluth Head Start  
Director  
- YWCA Early  
Childhood Program  
Director

### **YWCA EARLY CHILDHOOD CENTER RESPONSIBILITIES:**

**Description:** YWCA Early Childhood Center will provide full-day, full-year care for Head Start and Early Head Start eligible children. The actual number of Head Start and Early Head Start enrolled children will be specified in the yearly Head Start State grant application and is variable based on enrollment requirements. During the 2012-2013 grant period, we will serve 21 children through this collaboration. The YWCA Early Childhood staff, with support from the and YWCA Early Childhood Program Director, Duluth Head Start Collaboration Teacher/Advocate, Duluth Head Start Director and Service Area Coordinators will be responsible to monitor and insure compliance with all Head Start Performance Standards and other licensing regulations that apply. The YWCA Early Childhood Program Director will directly supervise the YWCA Early Childhood staff.

### **V. PROGRAM DESIGN AND MANAGEMENT:**

A. The Duluth Head Start Director and YWCA Early Childhood Program Director shall each be responsible for the performance of their respective staffs. All staff members will follow rules and regulations of the Head Start performance standards and the Minnesota Department of Human Services Rule 3 for Child Care Centers.

B. The Duluth Head Start Collaboration Teacher/Advocate and YWCA Early Childhood Program Director, with assistance from the Duluth Head Start program staff, are responsible for compliance with the facilities, materials and equipment Performance Standards.

C. The YWCA Executive Director and Duluth Head Start Director will review this agreement at the start of each academic year and make any modifications necessary, as agreed upon by both parties.

### **VI. PROGRAM COORDINATION EXPECTATIONS**

A. Meetings between the, YWCA Early Childhood Program Director YWCA Site Manager and Duluth Head Start Collaboration Teacher /Advocate will be held at least monthly to discuss collaboration concerns, issues and progress and to insure clear communication between the two parties.

B. The Duluth Head Start Collaboration Teacher/Advocate will meet with each YWCA teacher once each month for the purposes of supporting the Duluth Head Start and YWCA Early Childhood program goals, objectives, and philosophy and mission statements, This support includes lesson planning, individualization, assessment and best practices in early childhood education and problem solving.

C. The Duluth Head Start Director, Service Area Coordinators and the YWCA Childcare administrative staff will meet at least quarterly for the purposes of reviewing progress, solving joint issues and concerns in support of this collaboration.

D. Communication between YWCA Early Childhood staff and the Duluth Head Start staff will be open and respectful. Problems and issues will be addressed in a constructive and inclusive manner. Problems may be resolved at the center level with the Duluth Head Start Collaboration Teacher/Advocate or YWCA Childcare Site Manager mediating and guiding discussion. Problems not resolved at the center level should be resolved by discussing them up the chain of command. The next step would be to include either or both the Duluth Head Start Director and YWCA Early Childhood Program Director and YWCA Executive Director and finally the Head Start Policy Council, Governing Board and the YWCA Early Childhood Board of Directors.

### **VIII. EVALUATION AND PROGRAM IMPROVEMENTS**

A. Annual Self-Assessment of the collaboration: The Duluth Head Start Collaboration Teacher/Advocate, with assistance from the Duluth Head Start Director and YWCA Early Childhood Program Director and their respective staffs will formally solicit feedback from staff and parents involved in the collaboration. This assessment will be conducted in January of each year and will include areas needing improvement, an improvement plan and follow-up to be shared with the Duluth Head Start, YWCA Early Childhood Center staff, Duluth Head Start Policy Council and the YWCA Board of Directors.

B. State Head Start Monitoring: a Minnesota State Head Start Program officer will conduct on-site reviews and desk monitoring to insure compliance with Head Start Performance Standards and stipulations within the state grant application.

C. Annual Assessment of Partnership: The YWCA Early Childhood Program Director and the Duluth Head Start Director will each solicit feedback from their management staffs about how the partnership is functioning to the benefit of families and the Early Head Start/ YWCA Early Childhood Center programs. Assessments and evaluations will be reviewed jointly. Additionally, the financial impact of the partnership will be reviewed.

## **PARTICIPATION AND ELIGIBILITY GUIDELINES**

- A. Eligible families must meet Head Start income guidelines and/or the state childcare subsidy eligibility criteria for full-day child care services.
- B. Families are responsible for paying their required monthly family fee as per subsidy rules.
- C. Families will retain their Head Start eligibility as specified by Head Start regulations.
- D. Should a family lose their childcare subsidy or is soon to do so, the Duluth Head Start Teacher/ Advocate will offer assistance as needed to help the child remain in childcare and the parent to regain the subsidy. If this is not possible, the teacher/advocate will work with the parent to secure the best possible placement for the child, including possible temporary enrollment in Duluth Head Start Families in Transition services as per the availability of space.
- E. Eligible children entering YWCA Early Childhood Center may be recruited for Early Head Start and Head Start all year long and will be enrolled depending upon their eligibility and available enrollment slots within the collaboration. Family participation may range from two full days a week to five full days a week.

## **IX. BUDGET**

The following amounts have been budgeted to support this collaborative agreement. The YWCA will invoice Duluth Head Start for charges in these categories. Invoices and or reimbursement claims are expected to be submitted to Duluth Head Start on a monthly basis and should include detailed accounting of all expenditures with supporting documentation. Duluth Head Start will reimburse the YWCA Childcare Center upon receipt of invoice.

Code-1303/1305	Contracted Services	8548.
Code-136602	Travel/Conference Fees/Trainings. (CLASS training)	2452.
Code- 1403	Classroom Supplies	2000.
Code-1430	Food	2000.
Total-		\$15,000.

## **VIII. TERMINATION OF AGREEMENT**

**This agreement shall remain in force and effect unless one of the parties requests a modification or until one of the parties gives a thirty (30) day written notice of their intention to terminate agreement.**



Made and entered into this 4<sup>th</sup> day of September 2012

Ellen O'Neill

Printed Name  
YWCA Executive Director

Ellen O'Neill

Signature  
YWCA Executive Director

PAMELA M. REES

Printed Name  
Duluth Head Start Director

Pamela M. Rees

Signature  
Duluth Head Start Director

BILL HANSON

Printed Name  
ISD 709

Bill Hanson

Signature  
ISD 709

CONTRACT DATES RUN SEPTEMBER THRU  
AUGUST PROVIDING FULL YEAR SERVICES.

P.R. 790

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 10<sup>th</sup> day of October, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Ms. Treasure Jenkins, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 10, 2012, and shall remain in effect until October 17, 2012, 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.** On October 17, various communities around the nation will celebrate African American Poetry Day. As a community organizer in the City of Duluth, Ms. Treasure Jenkins will facilitate a community session, for Youth for Duluth on this topic.

The presentation is designed to be interactive. The purpose and the perceived outcome are multifaceted. The families involved in the African American Poetry Day Celebration will benefit through working together, in a group setting. This time will offer parents and their children an engaged opportunity to focus upon widely published authors that are frequently ignored by the standard educational system. This will be a time when families can work on the specific task of presenting information, about a given author.

The presentation will strengthen the group member's historical knowledge base; assist with the practice of reading as a family and public speaking (leadership) skills.

### **SESSION OUTLINE**

Facilitator's Introduction (10 minutes)

Distribution of 11 Different Poets (packet; 15 minutes)

A: Biographical Information

B: One selection by the respective author

The Group Inner-active Process (35 minutes)

A: Families will read the biographical information about each poet

B: Then read and discuss the selected poem

C: Recite the poem aloud to family members , as practice

D. Select your group representative, Present the poet and a reading of the selected poem to the group at large

Facilitator's Process for Reflection & Closure (10 minutes)

General Discussion about the interaction.

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 \$400.00. 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 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 to Ms. Treasure Jenkins, 1731 E Superior St, Apt 101, Duluth, MN 55812.

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.

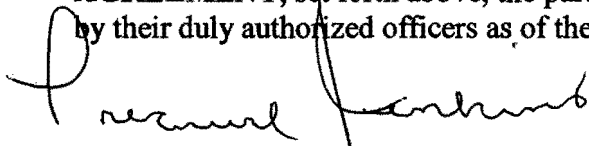
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

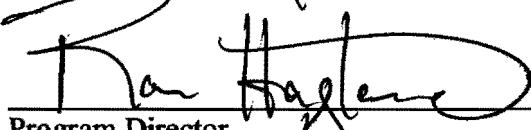


Contractor



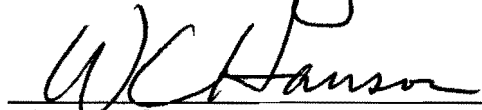
SSN/ Tax Identification Number

10/10/12  
Date



Program Director

10/10/12  
Date



Director of Business Service / Superintendent of Schools

10/11/12  
Date

McCabe Renewal Center  
2125 Abbotsford Avenue  
Duluth MN 55803



Director: Sr. Jean Maher, OSB  
Assistant Director: Sr. Dorene King, OSB

218-724-5266  
McCabeCenter@msn.com

This service contract is entered into as of (date) October 16<sup>th</sup>, 2012-June 17<sup>th</sup>, 2013

Between the McCabe Renewal Center and ISD #709, The Duluth School District

The Company is represented by: Sr. Jean Maher, Director

The Client is represented by: Mr. Bill Hanson (Joan Sargent)

Date of Event: November 8<sup>th</sup> & 9<sup>th</sup>, 2012 and January 4<sup>th</sup>, 7<sup>th</sup>, 9<sup>th</sup> & 10<sup>th</sup>, 2013

Time: 7:45-4:00pm

Number of participants: \*Between 19 & 21 (Client agrees to provide final numbers 48 hour prior to event)

Company agrees to provide accommodations and services as follows:

- 1<sup>st</sup> floor meeting rooms to include living room, library and sun porch
  - Two first floor bathrooms
  - Break area set up on sun porch
  - Dining area on lower level
- A.M. & P.M. break services, full luncheon entrée, beverage service and desserts.

Fees for Services:

Use of Center	<u>\$125 per day</u>
A.M & P.M. break services, full luncheon entrée, Beverage services and desserts	<u>\$16.00 per person</u>

Cancellation Policy:

If Client determines there is a need to cancel event, the Company must be given five working days notice. If this notice is not given, 25% of total fee plus any catering fees will be due and payable to the Company. Cancellation due to weather: If the event is cancelled due to unforeseen weather events, the Client shall be responsible only for catering fees as determined by the Company.

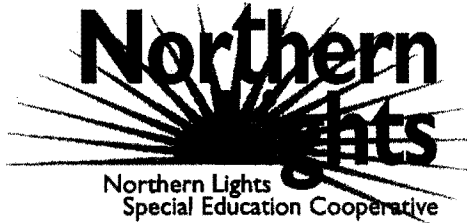
Signature of Client: \_\_\_\_\_

*W. Hanson*

10/10/12  
Date

Signature of Company: \_\_\_\_\_

Date



**Northern Lights Special Education  
Cooperative**

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

**Cathy Tryggestad ~ Special Education Director**

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**2012-2013  
CONTRACT FOR ECSE ACTIVITIES**

This agreement, entered into this 10<sup>th</sup> day of October, 2012, by and between Lake Superior ISD #381/Northshore Community Preschool (herein referred to as the District) and Duluth ISD #709 (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:

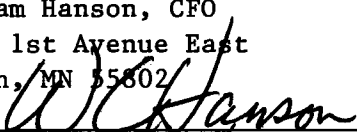
1. **To meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act, that an Early Childhood Education School Readiness Program, as deemed necessary by the child study process and documented in the students' Individual Interagency Intervention Plans (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.*

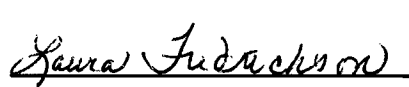
NOW, THEREFORE, the parties agree as follows:

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 Northshore Community Preschool 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 18, 2012, the Contractor will provide school readiness services for \*2 students attending the 3-days per week program for \$120/month, plus a \$55 registration and supply fee. Total contract cost is estimated for \$2,270.00.**
6. **The District will purchase these services using the following funding sources:**
  - Local Dollars: 48% or up to \$1,089.60 for contract utilizing General Education Revenue**
  - State Aids: 52% or up to \$1,180.40 for contract**
  - Contract Total: 100% or up to \$2,270.00 for contract**
7. The Contractor will submit a monthly invoice that reflects service hours by date and by students served.
8. The District shall make payments upon receipt of invoice.
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 15, 2012 through May 9, 2013. 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 N 1st Avenue East  
 Duluth, MN 55802  
 By:   
 Date: 10/12/12

Northshore Community Preschool  
 Kathy Johnson, Director  
 5926 Ryan Road  
 Duluth, MN 55804  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signed by:  
 Duluth ISD #709  
 Laura Fredrickson, Special Education Director  
 215 North 1<sup>st</sup> Avenue East  
 Duluth, MN 55802  
 By:   
 Date: October 11, 2012

Students: A. Viergutz  
 \*number of students may vary



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25<sup>th</sup> day of October, 2012, by and between Independent School District #709, a public corporation, hereinafter called District, and Welch Center Inc. dba Valley Youth Centers (Russ Salgy, Agency Director), an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 1, 2012, and shall remain in effect until December 1, 2012, 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.** Traditionally, the Hmong New Year's gathering is a time for the community to reconnect as families and prepare for a healthy and prosperous new year through song, crafts, food and games. For the 2012 Hmong New Year Celebration, volunteer Hmong youth and their families will work together to plan, prepare, and share their rich New Year traditions and heritage through Hmong food, fashions, traditional and contemporary Hmong music, ball toss and a talent show.

Hmong youth will act as resources to the Twin Ports community by planning, sharing, and promoting the event.

We plan to promote this event through local media press releases, displaying flyers in the Twin Ports area, school newsletters, and ISD 709's Asian Cultural Center.

Below is a list of the services and expenses to be covered by the Asian Cultural Center:

Space	\$100.00
Performers	\$300.00
<u>Paper Goods</u>	<u>\$100.00</u>
Total	\$500.00

Program schedule is attached.

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 \$500.00. 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.

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- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
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6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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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.

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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: Russ Salgy, Copeland Community Center, 28 E. Village View Dr., Duluth, MN 55805.

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**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.



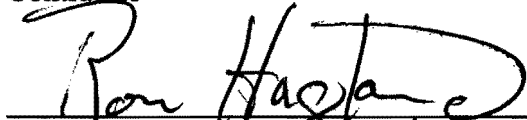
Contractor

47-0850223

SSN/ Tax Identification Number

11-29-12

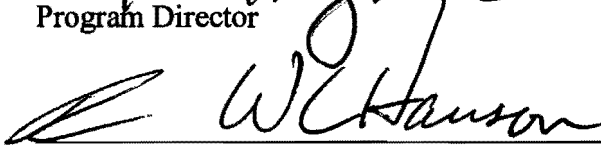
Date



Program Director

10-25-12

Date



Director of Business Service / Superintendent of Schools

11/2/12

Date

# Hmong New Year



## Program Schedule

December 1, 2012

MC: \_\_\_\_\_

- 9:00—11:00 Socializing  
11:00—11:10 Opening/Welcoming Remarks:  
-*Mr. CherPao Vang*  
11:10-11:15 Hmong New Year Song: *Mrs. CherPao Xiong*  
11:15—11:35 Special guests:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
11:35—11:50 Hmong Traditional Clothing Show:  
1. Blue and White -  
11:50—12:10 Hmong Traditional Music:  
1. Geej—Open  
2. Nkauj nognaas, *Mr. CherPao Vang*  
3. Tsaaaj, *Mrs. CherPao Xiong*  
12:10—12:20 Hmong Second Generation Performers:  
UMD Youth Groups:  
-*Jari Rice*  
-*Vaj Hmoob*  
-*Hmoob Francais*  
-*Yue Cheng & Pigeon Yang*  
-*FreshHmoob*  
12:20—12:30 Closing Remarks:  
-*Ms. Stacey Afterhoff*  
-*Mr. CherPao Vang*

Thanks to:

- First United Methodist Church*
- Office of Cultural Diversity, UMD*
- EEAC, ISD 709*
- Northland Foundation*
- Essentia Health-Duluth*
- Valley Youth Centers*

12:30—1:30 LUNCHEON