

**Rachel Nelson - ISD 709 ARTIST PARTNER CONTRACT-
ASAP_fy11_Perpich Grant**

This is a contract between school residency artist Rachel Nelson and the Independent School District 709, fiscal agent for the Laura MacArthur Elementary School Artist and School as Partners Grant from Perpich Center for the Arts, grant # _____ for the 2010-2011 school year.

SERVICES: Rachel Nelson will provide one planning day plus 15 4-hour residency days of storytelling, creative drama, and writing activities during the 2010-11 school year. This residency will consist of one 2-hour session per week in Mrs. Erie's and Mrs. Lukovsky's 5th grade classrooms at Laura MacArthur.

PAYMENT SCHEDULE: ISD709 will pay Rachel Nelson biweekly (excluding vacations). Invoices will be submitted to the district for each payment, approved by Principal Deb Sauter. Grant budget attached.

Payments from this grant to Rachel Nelson will include residency teaching days @300/day, mileage @ .50/mile, and time compensation for planning workshop and coaching time with teacher partners and peer coaches from Perpich Center for Arts Education.

Rachel Nelson works as an independent contractor, SSN ~~474-68-8888~~ W-9 form attached to contract.

TOTAL IN PERPICH GRANT payable to Rachel Nelson:

total days to be billed: 16 days@300/day (15 days + 1 workshop plan day)	\$4800.00
on-site team planning half day	125
TOTAL in Perpich Grant for artist fees:	\$4925
plus mileage allocated in this grant: 2 round trips, 370 mi ea, @ .50/mile to PCAE	370
TOTAL IN ASAP FY11 BUDGET TO BE PAID TO RACHEL NELSON:	\$5295

(Below are detailed the first 4 invoices, through 12.9.2010.

Other invoices will be billed in accordance with attached budget.)

<u>INVOICE DATE</u>	<u># of RES. DAYS</u>	<u>DATES WORKED</u>	<u>TEACHING</u>	<u>Other</u>	<u>TOTAL</u>
10.19.2010	2	10.12, 14, 18, 19 (1/2 day each) planning meeting with teachers, coaches	600	125	\$725
11.2.2010	2	10.24, 26; 11.2, 4 (1/2 day each)	600		\$600
11.18.2010	2	11.8, 10, 16, 18 (1/2 day each) day-long planning meeting at Perpich Ctr RT Mileage to Perpich Center, team carpool	600	300 185	\$1085
12.9.2010	2	11.30, 12.2, 7, 9 (1/2 day each)	600		\$600

FINAL REPORTS: Rachel Nelson, Ronda Erie, and Tami Lukovsky will evaluate student progress in writing and storytelling/creative drama with the aid of Steve Busa and Becca Barniskis, peer coaches from Perpich center. Rachel Nelson shall return final 2-year report and Budget to Perpich Center by June 2011, at which time final monies will be disbursed to the school district for this grant.

CHANGES: This contract may be amended by the agreement of both parties. A signed amendment to this contract shall make such changes binding.

SIGNATURES:


Rachel Nelson, Residency Artist

10/19/2010
Date


Bill Hanson, ISD 709 Business Manager

10/25/10
Date

Attachments:

- W-9 form
- Itemized Budget for Laura MacArthur Arts and Schools as Partners Grant, year 2 (fy2011)

FY 11 - Laura MacArthur School - MN Arts & Schools as Partners Grant

Funding provided by a grant from the Perpich Center for Arts Education

Total Grant Award - Year #1:	\$	5,500.00
carry over from fy 2010	\$	734.04
	\$	<u>6,234.04</u>

\$5500 each for 2 yrs

FTE

Coordinated by Deb Sauter

Total

Timelines March 2010 to June 2011

Sub teacher SALARY is \$95 per day, Stipends
to Tchrs are \$20.46 per hr

<u>Object Code</u>		
	1145.00	660
	1185.00	-
FICA 7.65%	1210.00	50
TRA 5.79%	1218.00	38
Work Comp 1.10%	1270.00	7
Unempl Comp 1.0%	1280.00	7
		<u>763</u>

103

<u>Description</u>	<u>Object</u>	
Contr Svcs - Rachel Nelson, Artist in Residency	1305.00	5,295
Student Transp - district busses for field trips	1365.00	-
Mileage - travel for training	1366.01	-
Meals, Lodging, Registration	1366.02	-
Fees-admissions/field trips, other	1394.00	-
Printing - costs through District printshop	1398.02	176
General Supplies	1401.01	-
		-

TOTAL NonLabor budget

Nonlabor Budget	5,471
Labor budget	763

Total Funding	6,234
Difference	0

FILL IN the SALARY amount for Subs and Training Stipends (for ISD #709 employees ONLY!). Fringe in the blue protected boxes will auto-calculate based on the amounts in the salary lines.

Fill in all other cost categories. Total should NOT exceed grant amount awarded.

HEALTH CARE STAFFING AGREEMENT

THIS AGREEMENT made and entered into this ____ day of October, 2010, by and between Interim HealthCare of Lake Superior, Inc. (hereinafter "INTERIM") and Duluth Public Schools (hereinafter "Facility").

RECITALS

INTERIM is in the business of providing home care and health care staffing services; and,

FACILITY is in the business of public school education,

FACILITY requires supplemental nursing personnel to work various shifts in said FACILITY, and

WHEREAS, INTERIM HEALTHCARE has the necessary personnel and is willing to provide these personnel to said FACILITY,

NOW, THEREFORE, IN CONSIDERATION of the foregoing, FACILITY and INTERIM agree as follows:

SECTION I – INTERIM HEALTHCARE RESPONSIBILITIES

1. Upon request by FACILITY, INTERIM will assign nursing personnel to supplement the service of the FACILITY.

2. INTERIM shall only provide personnel who meet the requirements of FACILITY as defined in Attachment A.

3. INTERIM shall maintain an employee file, on each of its employees, containing the following:

- (a) A completed application which includes skills, specialties and preferences.
- (b) Documentation of special education or training.
- (c) Two professional references which reflect satisfactory performance within the job category.
- (d) Verification that evidence of professional licensure identification, as applicable, have been seen and examined.
- (e) Evidence of health status.
- (f) Dates of employment and orientation.
- (g) Job Description.
- (h) Performance evaluation completed annually.
- (i) Verification of identity and work authority.

4. INTERIM is responsible for evaluating the skills and experience of its nursing personnel.

INTERIM will match the skills and experience levels of its employees to the specific needs of the FACILITY.

5. INTERIM shall provide orientation to INTERIM policies and procedures for all new employees.

6. INTERIM employees, who are assigned to the FACILITY for the first time, shall complete the FACILITY orientation, as defined in Exhibit A and shall report to the designated FACILITY nursing supervisor before he/she begins working in FACILITY.

7. INTERIM agrees that it will not actively solicit FACILITY employees for employment with INTERIM for the term of the contract.

8. Except for the use of subcontractors; if any, pursuant to Paragraph 11 below, all personnel providing services pursuant to this Agreement shall, for all purposes under this Agreement, be considered employees of the INTERIM. INTERIM shall assume sole and exclusive responsibility for the payment of wages to personnel for services performed by them for FACILITY. INTERIM shall, with respect to said personnel, be responsible for withholding federal and state income taxes, paying Federal Social Security Taxes, unemployment insurance and maintaining worker's compensation insurance coverage in an amount and under such terms as required by each state.

9. Supplemental nursing personnel will comply with all provisions of the licensing law under which he or she is licensed, with the regulations promulgated there under, and with nursing policies adopted by the FACILITY to protect the health and welfare of patients.

10. Supplemental nursing personnel will report, on INTERIM occurrence reporting forms, any unexpected incidents, including errors, unanticipated deaths and other events, injuries and safety hazards related to the care and services provided by INTERIM.

11. INTERIM may provide FACILITY with supplemental nursing personnel supplied by subcontractors provided such subcontractors comply with the obligations of INTERIM pursuant to SECTIONS I, V and VII of this agreement.

SECTION II – FACILITY’S RESPONSIBILITIES

1. INTERIM shall be called for supplemental personnel on a priority basis.

2. FACILITY shall provide sufficient information about their specific needs so that INTERIM may match the skills and experiences of its employees to those specific needs.

3. FACILITY shall utilize assigned personnel only for the specific need requested. FACILITY shall not reassign (“float”) personnel to other areas within the FACILITY unless INTERIM has first confirmed that such personnel have the requisite skills and experience.

4. FACILITY agrees that INTERIM’s duty to fill assignments is subject to the availability of qualified personnel.

5. FACILITY will not discriminate against former employees of FACILITY who go to work for INTERIM regarding future assignment at the FACILITY, through INTERIM.

6. During the term of this Agreement, FACILITY will not request through another service, those employees previously assigned by INTERIM to FACILITY.

7. It shall be the responsibility of the FACILITY to provide INTERIM with FACILITY information and policies so that orientation of supplemental personnel may be given.

8. FACILITY nursing staff supervisors will assist INTERIM, on a continuing basis, with evaluation of the competency of INTERIM personnel by providing performance information and/or access to clinical areas for observation by an INTERIM supervisor.

9. FACILITY shall allow INTERIM supplemental personnel (on their own time) to attend appropriate FACILITY staff development programs.

10. FACILITY acknowledges that the supplemental personnel assigned to the FACILITY by INTERIM are employees of INTERIM and agrees to pay INTERIM a placement fee according to the following schedule if FACILITY directly hires an employee of INTERIM within 120 days of the last day worked by the employee at FACILITY. Payment of fee will be made 30 days after direct employment with FACILITY.

Number of hours worked at FACILITY	Fee: Percentage of annual salary upon hire
Less than 100	25%
100 – 299	20%
300 – 499	15%
500 – 699	10%
700 – 999	5%
Over 1,000	No Fee

11. FACILITY will immediately inform INTERIM of any problems regarding INTERIM employees.

SECTION III - MUTUAL RESPONSIBILITIES

Both parties agree to:

1. Comply with all federal, state and local laws and regulations including, but not limited to, the Fair Labor Standards Act, and the Occupational Safety & Health Act.
2. Not discriminate or permit discrimination against any employee, applicant or patient on the grounds of age, race, color, religion, disability, sex, national origin, citizenship status, veteran status, union affiliation, or other category protected by law.
3. Maintain the confidentiality and privacy of patient records.
4. Consult and cooperate on a continuing basis with each other in the establishment of mutually acceptable standards and procedures for selection, training and assignment of personnel, handling of requests for service, billing procedures and other matters incidental to the carrying out of the provisions and purpose of this Agreement.

SECTION IV – COMPENSATION AND BILLING

1. INTERIM will bill FACILITY weekly for its services in accordance with Attachment A. FACILITY will remit net payment to INTERIM upon receipt of invoice. Agency may impose a default charge of the lesser of 18 percent per annum or the maximum amount permitted by law to all outstanding amounts unpaid for thirty (30) days or more.

2. INTERIM and the FACILITY anticipate that this contract is for up to fifteen hours per week of Registered Nurse services for a period of 31 weeks. This contract has an approximate value of \$21,000.

SECTION V - INDEMNIFICATION AND INSURANCE

1. INTERIM indemnifies and agrees to hold FACILITY and its employees, successors and assigns, harmless from and against all claims, liability, loss, damage, cost or expense, including but not limited to reasonable attorneys fees, arising out of, or in connection with, or as a result of the nursing services provided by INTERIM during the term of this Agreement.

2. FACILITY indemnifies and agrees to hold INTERIM, its employees, affiliates, successors and assigns, harmless from and against all claims, liability, loss, damage, cost or expense, including, but not limited to reasonable attorney fees, arising out of, or in connection with, or as a result of services (other than INTERIM's services) provided by FACILITY during the term of this Agreement.

3. FACILITY and INTERIM agree to maintain general, professional and blanket contractual liability insurance for their respective operations in an amount of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate during the term of this Agreement.

SECTION VI – TERM OF AGREEMENT

1. The term of the Agreement shall be from October 11, 2010 to June 10, 2011 unless either party gives written notice of its intention to terminate the Agreement in accordance with Section VI Paragraph 2.

2. Either party may terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other party.

SECTION VII – PATIENT PRIVACY; BUSINESS ASSOCIATE RESPONSIBILITIES

1. Definitions for Purposes of this Section VII

(a) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule and the Security Rule as in effect or as amended.

(b) "Electronic Protected Health Information" or "ePHI" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103.

(c) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(d) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(e) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created, received or accessed by Business Associate from or on behalf of Covered Entity, and shall include, but not be limited to, all ePHI created, received or accessed by Business Associate from or on behalf of Covered Entity.

(f) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(g) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(h) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.

(f) Business Associate agrees to make internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary, in a time and manner as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and the Security Rule.

(g) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner as agreed by the parties, information collected in accordance with Subsection (g) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

(i) If Business Associate has PHI in a Designated Data Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner as agreed by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(j) If Business Associate has PHI in a Designated Data Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner as agreed by the parties.

(k) With respect to ePHI, Business Associate shall:

(i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, accesses or transmits on behalf of the Covered Entity as required by the Security Rule;

(ii) Ensure that any agent, including a subcontractor, to whom it provides such ePHI agrees to implement reasonable and appropriate safeguards to protect it; and

(iii) Report to Covered Entity any security incident of which it becomes aware; including, without limitation, any attempted or successful unauthorized access, use, disclosure, modification or destruction of ePHI or interference with system operations in an information system.

3. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

4 Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity.

6. Term and Termination

(a) Business Associate's obligations under this Agreement shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in this Subsection 6.

(b) Notwithstanding any other provision of this Agreement, upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall, at its option:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(iii) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

(i) Except as provided in paragraph (ii) below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon its determination that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. INTERIM will comply with all state and federal reporting requirements. INTERIM will comply with Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.

8. Miscellaneous

- (a) A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended.
- (b) The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (c) The respective rights and obligations of Business Associate under Section VII.6 of this Agreement shall survive the termination of this Agreement.
- (d) Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and the Security Rule, as applicable.

SECTION VIII - MISCELLANEOUS

1. To the extent required by Section 1395x (v) (1) (I) of Title 42, United States Code, the records access clauses therein contained are incorporated herein by reference with the same effect as though set forth herein in their entirety.
2. This Agreement may only be amended by written instrument signed by the parties hereto.
3. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, estates, heirs, beneficiaries, and representatives.
4. This Agreement and any exhibits and schedules attached hereto constitute the entire agreement of the parties with respect to the subject hereof, and supersede all prior understandings, agreements and oral representations and warranties of the parties with respect to the subject matter

of this Agreement. Any reference in this Agreement shall be deemed to include any exhibits and schedules.

5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

6. Any notice, request, information or other document to be given hereunder to any of the parties by any other party shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail, if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to INTERIM

addressed to:

Steven Scignoli, President
Interim HealthCare
227 West First Street, Suite 400
Duluth, Minnesota 55802

If to FACILITY

addressed to:

Kathy Hughes
Duluth Public Schools
215 North First Avenue East
Duluth, Minnesota 55802

Any such notice shall be deemed delivered: (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by telegraph or telecopy, (c) on the date of transmission with confirmed answer back if by telex, and (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may change the address to which notices under this Agreement are to be sent to it by giving written notice of a change of address in the manner provided in this Agreement for giving notice.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of INTERIM's principal place of business applicable to contracts made and to be performed therein, without regard to conflicts of law principles there under.

8. Any party to this Agreement may, in writing, extend the time for or waive the performance of any of the obligations of the other, or waive compliance by the other with any of the covenants or conditions contained in this Agreement. No such waiver shall operate or be construed as a waiver of any subsequent act or omission of the parties.

9. If at any time subsequent to the date of this Agreement, any provision of the Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable such provision shall be of no force and effect, but the illegality or unenforceability of such provision

shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

10. No party shall assign its rights or delegate its duties hereunder without prior written consent of the other party.

11. In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature of any cause that is not that party's fault or is beyond that party's responsible control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

12. INTERIM and FACILITY are separate entities independently contracting for purposes of this Agreement and in no event shall either party be considered the employee, agent, partner, or co-venturer of the other.

13. It is expressly understood by the parties that FACILITY is not expected or required, either expressly or implicitly, to refer any patients to INTERIM for the provision of any goods, products or services provided by INTERIM, in anticipation of receiving any benefits or payments under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Interim HealthCare of Lake Superior, Inc.

W. K. Hanson
Duluth Public School

By: Steven Scignoli

By: Bill Hanson

Title: President

Title: CFO

Date: October ____, 2010

Date: 10/2/10

ATTACHMENT A
Interim HealthCare

Personnel Requirements:

The nursing services will be provided per the students' IEPs under the direction of the Duluth Public Schools Director of Special Education.

Orientation Requirements:

FACILITY will provide up to five hours of paid training time.

Reimbursement Rates:

Position	Weekday - Morn	Weekday - Aft	Weekday - Eves	Weekend - Morn	Weekend - Aft	Weekend - Eves
Registered Nurse	\$45/hour	\$45/hour				

- Weekend rates start at 3 p.m. Friday and end at 7 a.m. Monday
- A four-hour minimum is required for each shift request
- INTERIM is compensated at time and a half for the following holidays/shifts:

Holiday	Shift	Shift
New Years Eve	3-11	11-7
New Years Day	7-3	3-11
Easter Eve	11-7	
Easter	7-3	3-11
Memorial Day Eve	11-7	
Memorial Day	7-3	
July 4 th Eve	11-7	
July 4 th	7-3	
Labor Day Eve	11-7	
Labor Day	7-3	3-11
Thanksgiving Eve	11-7	
Thanksgiving	7-3	
Christmas Eve	3-11	11-7
Christmas Day	7-3	3-11

- Overtime rates are charged after forty hours worked by the employee in one week. Overtime charges are one and one half the regular hourly rate.
- For any employee canceled within four (4) hours of the scheduled start time, or for an employee sent home upon arrival, INTERIM will bill FACILITY for four (4) hours.

AGREEMENT

THIS AGREEMENT made and entered into this 18th day of October, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Community Action Duluth 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. This Agreement shall be deemed to be effective as of October 10, 2010, and shall remain in effect until December 31, 2010, 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. Contractor shall provide the following services: Provide necessary background checks for childcare personnel and coordination of services needed which includes: providing childcare for PASS Workshop participants, providing childcare is the time spent onsite with the kids. Coordinating childcare services to be provided which includes: phone calls, emails, meetings, scheduling childcare providers, and preparation of structured activities for the kids.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 1,800. 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. TIN Number: 41-141-067-0.
4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of \$15.00 an hour for providing childcare and \$ 20.00 an hour to coordinator for preparation and set up/cleanup. Payment shall be made upon receipt of invoice received by the District, after services rendered each week.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.
8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of 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: Community Action Duluth
19 N. 21st Avenue West
Duluth, Minnesota 55806
Attention: Angie Miller

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


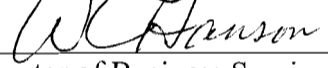
10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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

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

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

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.

 _____ Program Director	10/18/10 _____ date	_____ Contract	_____ date
 _____ Director of Business Service	10/19/10 _____ date		



RADISSON UNIVERSITY HOTEL

615 Washington Ave. SE
Minneapolis, MN 55414
Hotel Phone Number: 612-379-8888
Sales Fax: 612-379-8436

Date Prepared: October 4, 2010

Group Name: **Duluth Public Schools**
Group Contact: Ms. Sandra Coyle
Address: 215 North 1st Ave. East
Minneapolis, MN 55802
Telephone: (218)336-8714
Fax:

Function Name: Office of Education Equity
Event Dates: November 17 – November 18, 2010
Radisson Sales Manager: Kyle Hurwitz
Phone Number: (612) 362-6631

Duluth Public Schools (Group) And RADISSON UNIVERSITY HOTEL agrees as follows:

The Hotel agrees to hold the space listed below on a tentative basis until Monday, October 18, 2010. If the Hotel and the Group do not have a fully executed contract on Monday, October 18, 2010, the Hotel will release the space for sale to the public.

GUEST ROOM BLOCK

Total Room Nights is: **16**

	Wed 11/17
Std. Sleep Number 1 King Bed NS	16

Smoking and Non-smoking rooms are subject to availability.
Rollaway Beds are available, at an additional charge, with 7 days notice.

GUEST ROOM RATES & SPECIAL AGREEMENTS:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Std. Sleep Number 1 King Bed NS	114	114	134	154

All rates are non-commissionable and are subject to state and local taxes currently assessed at 13.40%

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Parking is available on a first come, first serve basis, in the parking lot located behind the Hotel. A daily parking fee, currently at \$12.50 per day, per vehicle, applies which includes "in-and-out" privileges to registered overnight guests or \$15 for Valet Parking.

Non-overnight guests may park in the Washington Avenue Ramp that is connected to the Hotel by an enclosed walkway. Current charges are:

\$2.50 per hour - up to 5 hours

\$12.00 maximum daily charge

ROOM RESERVATION PROCEDURE:

Rooming List

It is our understanding that a rooming list will be provided to the Hotel. This list must be received by the Hotel no later than October 18, 2010. If the list is received after this date, rooms reserved are subject to space availability and at prevailing room rates.

RESERVATION GUARANTEE:

All reservations must be guaranteed for late arrival. Failure to cancel a guaranteed reservation 24 hours prior to the day of arrival or occupy the room will result in either forfeiture of the deposit or a charge of one night's room and tax applied to the group's master account or the individual's credit card.

BILLING INSTRUCTIONS:

Group agrees that all charges related to this Agreement will be billed in the following manner:

For Room Charges (select one):

Individual Pays All Charges:

Individuals shall be responsible for their own room, tax, incidental charges and any other charges not authorized by Group to be billed to the Master Account. All charges incurred are to be paid upon checkout.

or

Group Pays Room and Taxes:

Room and tax for each individual will be ^{Prepaid} ~~charged to the Master Account subject to credit approval.~~ Individuals will be responsible for their own incidental charges.

or

Group Pays Room, Taxes and Incidental Charges:

All charges including room, tax and any incidental charges will be charged to the Master Account subject to credit approval.

Manner of Payment

Group agrees to use the following form of payment (select one):

Credit Card

Direct Bill

Purchase Order

Cash/Check

Catering and Meeting Related Charges

All Catering and meeting related charges will be billed to the master account. The master account charges will be paid by pre-paid check . Payment is due in full upon receipt of invoice.

CUT OFF DATE:

The room block, as previously outlined, will be held until October 18, 2010 at which time all rooms not reserved will be released for general sale. Reservations received after this date will be accepted on a space and rate available basis. If the group rate is not available after this date, the prevailing rates will apply for any reservations confirmed.

PAYMENT TERMS:

The following terms are for any charges associated with this contract billed to the Master, to include; cancellation charges, attrition charges, and full invoice upon conclusion of an actualized event.

The Group agrees to payment terms of Net 30 days with no interest upon receipt of the original invoice. Any payment received after 30 days is subject to a 1.5% monthly interest fee (not to exceed 18% annually). To avoid any interruption to the Net 30 payment schedule, the Hotel requests that any disputes the Group may have are submitted in writing or verbally communicated to the Hotel's Accounting department immediately. Should the hotel receive payment for original invoice any adjustments made as a credit will be refunded to the Group in a form of a check.

Should the group default on payment 60 days or more past the original invoice date, the invoice will be sent to a Collections Agency for reconciliation. An additional fee of 30% of the original invoice amount will also be assessed at that time. Any additional legal/collection fees will billed to the payee.

CHECK IN/CHECK OUT:

Check in time is after 3:00pm Central Time, and Check out time is by 12:00Noon Central Time. Guests arriving prior to 3pm will be accommodated as rooms become available. The front desk can arrange to check baggage for those arriving early when rooms are not available.

CATERING:

Thank you for selecting the RADISSON UNIVERSITY HOTEL-MINNEAPOLIS for your function. We certainly appreciate your business and hope to work with you on many future occasions. The Meeting and Banquet requirements are listed on the following page of this contract. Please review the following stipulations and all Meeting Requirements, to ensure a mutual understanding of the arrangements.

Upon receipt of this signed Hotel Agreement, the Hotel's catering service manager will contact Group to make arrangements for the event. Function details such as banquet menus, meeting room set up, audiovisual requirements, and bar arrangements must be finalized with catering manager at least 30 days prior to the event. Meeting rooms will be set based on the number guaranteed. The set number is not to exceed 10% over the guarantee. At anytime the number of guaranteed guests fall below the contracted numbers the hotel at it's discretion may change the meeting rooms to a more appropriate location. In the event that the guarantee is not received at least three working days prior to the event, the Hotel will assume the guarantee to be the maximum number originally expected.

Banquet charges will be charged to the master account. Payment is due in full upon receipt of invoice.

The total value of this contract based on the meeting and banquet requirements listed on the following page of this contract is \$.00, which includes \$.00 for food and beverage minimum and \$.00 for meeting room rental.

SCHEDULE OF EVENTS:

Date	Start Time	End Time	Function	Room	Setup	Agr
11/17/2010	5:00 PM	9:00 PM	Meeting	Regents Room	U-Shape	16
11/17/2010	6:30 PM	7:30 PM	Dinner	Regents Room	U-Shape	16

A \$450 .00 food & beverage minimum (not inclusive of tax & service charge) is required for your event.

GUARANTEE:

A 72 hour, (3) business days, guarantee of attendance is required by all groups. The number on the contract will be used as the guarantee if the Catering Office does not receive the information by the required time. Guarantees are **NOT** subject to reduction and are the minimum on which charges will be based. Charges on guaranteed number attending will also be incurred if cancellation occurs within 48 hours of event.

RELOCATION:

If Hotel is unable to provide a room to a Group attendee holding an accepted and/or confirmed reservation, Hotel will, at its own expense, provide comparable accommodations and transportation to and from the substitute hotel for each day during which Hotel cannot provide a room. Additionally, Hotel will provide (2) complimentary five-minute phone calls (DOMESTIC ONLY). Upon return to Hotel, Hotel will provide a note of apology and make an attempt to place guest in upgraded accommodation for duration of stay. Any rooms relocated will continue to count towards the complimentary room count for alternated hotel used for such period as Hotel was unable to accommodate attendees.

TERMS & CONDITIONS:

The following Terms & Conditions and any addendum apply. By signing below you agree to these terms.

GUEST ROOM ATTRITION

Hotel is relying on, and Group agrees to use, the Guest Room Block. In reliance on the Group's representations and obligations as stated in this Agreement, Hotel has taken the Guest Room Block out of its inventory and has foregone the opportunity to sell rooms in the Guest Room Block to other guests. Group agrees that Hotel will suffer a loss should Group's actual usage be less than 80% of the Guest Room Block (Room Minimum). If Group utilizes less than the Room Minimum, Group agrees that it would be difficult to determine Hotel's actual losses, including the Hotel's lost profits. Accordingly, Group agrees to pay, as liquidated damages and not as a penalty, the difference between the Room Minimum and the Group's actual usage multiplied by the average Guest Room Rate plus any applicable taxes.

For any day that the Hotel achieves 100% occupancy during the Event Dates, the Group will receive credit for full achievement of the Guest Room Block for that day.

CANCELLATION CLAUSE:

For the purpose of cancellation, the total value of this contract based on the meeting and banquet requirements listed on the following page of this contract is \$2,274.00 which includes \$450.00 for food and beverage minimum, \$0.00 for meeting room rental and \$1,824.00 in sleeping room revenue.

In the event the Group cancels this Agreement, Hotel will have not only lost revenue associated with the Guest Room Block, Room Rental, and Food and Beverage, but it will have lost ancillary revenue, such as

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restaurant, telephone, and entertainment revenues, and incurred additional expenses in an attempt to replace lost revenues. At Hotel's option, cancellation by Group of one or more aspects of the Event (Guest Room Block, Room Rental, or Food and Beverage) may be treated as a cancellation of the entire Event. The closer to the Arrival Date, the greater the Hotel's damages will be. In the event of cancellation, the parties agree that it would be difficult to determine Hotel's actual harm, but that the amount set forth below (the "Cancellation Fee") is a reasonable estimate of Hotel's harm.

Date of Cancellation	Cancellation Fee
Date of signing to 15 days prior to arrival date	\$1,705.50 (75% owed of total anticipated revenue)
0-14 days prior to arrival date	\$2,046.60 (90% owed of total anticipated revenue)

TERMINATION CLAUSE:

This Contract is subject to termination for cause without liability to the terminating party under any of the following conditions:

1. The party's performance under this contract is subject to acts of God, war, government regulation, civil disorder, terrorism, disaster, strikes, or any other emergency beyond the party's control, making it inadvisable, illegal, or which materially affects a party's ability to perform its obligations under this contract. Either party may terminate this contract for any one or more of such reasons upon written notice to the other party within three (3) days of such occurrence or receipt of notice of any of the above occurrences.
1. In the event that either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings, become insolvent or subject to foreclosure, or take any other action for the benefit of creditors or relief of debtors prior to the date of the Group's meeting, the other party shall have the right to cancel this contract without liability upon written notice to the other.
2. The Hotel shall promptly notify the Group if there is a change in the management company which operates the Hotel prior to the meeting, and the Group shall have the right to terminate this contract without liability upon written notice to the Hotel.
3. The value of the sleeping room's revenue and/or food and beverage revenue is reduced by the group after the negotiated re-evaluation date, beyond the agreed values. The Hotel may cancel this contract and renegotiate newly with the group based upon current rates and price quotes.

INDEMNIFICATION AND HOLD HARMLESS:

The Hotel and the Group each agree to defend, indemnify, and hold harmless the other party's owner, and their respective employees and against from and against all claims, actions or causes of action, liabilities, including attorneys' fees and costs arising from the defense of any claim, action, cause of action, or liabilities arising out of or resulting from any act taken or committed by the Hotel or the Group pursuant to the performance of each party's obligations hereunder. The hotel and the Group each agree to defend, indemnify, and hold harmless the other party for any claim, action, cause of action, and liabilities which may be asserted by third parties arising out of the performance of either party's obligations to this contract, except for the willful misconduct or gross negligence of the other party.

AMERICANS WITH DISABILITIES:

The Hotel represents and the Group acknowledges that in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act and the regulations promulgated there

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under ("ADA"), the Hotel facilities being used by the Group under this agreement, its guest rooms and common areas will be in compliance with the public accommodation requirements of the ADA.

The Group agrees it will furnish to the Hotel a list of any auxiliary aids needed in any meeting rooms or function space by its attendees. Should such auxiliary aids be required, the Group shall pay all charges associated with the acquisition, rental or provision of such aids.

When signed by representatives of both parties, this contract, which includes the schedule of events, and the Hotel policies and procedures, which are incorporated by reference, will constitute a binding agreement between the Group and the Hotel.

By the Group's
Authorized Representative



Ms. Sandra Coyle

Duluth Public Schools

10/19/10

Date

For the Radisson University Hotel
Authorized Representative

Kyle Hurwitz
Sales Manager

RADISSON UNIVERSITY HOTEL

Date