



OFF-CAMPUS WORK STUDY CONTRACT 2010-2011

STUDENT EMPLOYEE: Danielle Rosenberger

TYPE OF WORK: Child Care Assistant

EMPLOYER: Duluth Central High School

HOURS OF WORK PER WEEK 10 PAY PER HOUR _____

Percentage of waged paid by employer: 25%

Maximum Award: 10 hours X 34 weeks X \$9.00 = \$3060

(or if returning for a 2nd year)

10 hours X 34 weeks X \$10.00 = \$3400

EMPLOYER SUPERVISOR: X W. Hanson

This agreement applies to the period beginning 09/24/2010 and ending 06/09/2011

1. Unless otherwise noted, work study cannot be performed during a student's scheduled class time.
2. This contract ends either when the student has earned the "maximum award" or by 06/09/2011, whichever comes first.
3. Students are responsible for their own transportation to an off-campus work study site, and will not be reimbursed for mileage.
4. Students are not guaranteed to earn the gross amount listed on their award letter. Changes in funding may affect their employment.

EMPLOYER SIGNATURE: X W. Hanson DATE: 9/27/10

STUDENT SIGNATURE: _____ DATE _____

LSC SIGNATURE: _____ DATE: _____

cc: financial aid file

Lake Superior College
An equal opportunity educator/employer
A member of Minnesota State Colleges and Universities system.



OFF CAMPUS WORK STUDY APPLICATION 2010-2011

I would like to make the following position(s) available to Lake Superior College students eligible for participation in the Work-Study program. I understand that this work must not displace any presently employed workers or impair any existing contract for service. I am willing to accept candidates for positions regardless of race, color or national origin.

Off-Campus Agency Name Duluth Central EIN _____

Address 800 East Central Entrance

Supervising Employee Diedre

Approximate Date of Employment 09/24/2010

Number of Hours per Week 10

Number of Students Needed 1

Name and Title of Supervisor Diedre Quinlan, Habitat Director

For off-campus employers: If I hire a work-study student, I understand that I will be billed at the end of each semester for 25% of each student's salary and the associated FICA.

x WCHanson, CFO _____
(signature) (date)

Principal
(title)

Return this form to:
Lake Superior College
Loretta Kopetzky
2101 Trinity Road
Duluth MN 55811
Fax 218-733-5937

Lake Superior College
An equal opportunity educator/employer
A member of Minnesota State Colleges and Universities system



SECURITY SERVICES AGREEMENT

Local Company Office Information

Street: 394 Lake Ave South Suite 300
 City, State, Zip: Duluth MN 55802
 Phone: 218-727-7870 Fax: 218-722-4912
 RC# or Corp. Loc. #: 04870

Contract #: _____

SECURITY SERVICES AGREEMENT ("Agreement") between
 ISD # 709 ("Client")
 and Securitas Security Services USA, Inc. ("Company") is dated as of
09/07, 2010, and the parties agree as follows:

CLIENT SERVICE ADDRESS

Name Central High school
 Street 800 East Central Entrance
 City, State, Zip Duluth MN 55811
 Contact Name/Title Bill Gronseth superintendent
 Phone: 218-391-3491 Fax: 218-336-8773

CLIENT BILLING AND NOTIFICATION ADDRESS

Name ISD # 709
 Street 215 North 1st Ave East
 City, State, Zip Duluth MN 55802
 Contact Name/Title Bill Gronseth superintendent
 Phone: 336-8700 ex 1094 Fax: 336-8773

SERVICE RATES AND HOURS

Weekly Service Hours: on demand

Client will pay Company the following hourly rates, plus all applicable sales, use and/or similar taxes and any interest and/or penalties. These rates do not apply to coverage of labor disputes, civil disorder, national disaster, or other similar emergency situations, which coverage Company will endeavor to provide at mutually agreed upon rates.

Classification	On-Site SO				
Straight Time	\$ 22	\$	\$	\$	\$
Overtime	\$ 22	\$	\$	\$	\$
Additional Charges:	\$	\$	\$	\$	\$
	Equipment Rental	Radio Rental	Automobile		

Overtime rates will apply to the following: work in excess of _____ hours per day or 40 hours per week; any extended shifts and hours that are performed at the request of Client; additional personnel or hours requested by the Client with less than 24 hours notice, but only for the first 24 hours; additional personnel or hours requested by Client for special occasions of temporary or short duration; work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day; and the following additional holidays: Christmas Eve, New Year's Eve.

Company may adjust rates on 30 days prior written notice to (i) comply with any change in any law, regulation, ruling or collective bargaining agreement causing a change in work hours, wage rates, working conditions or other costs to Company, or (ii) account for added costs resulting from increases in Company's insurance premiums. In addition, Company will have the right to increase any of the amounts set forth above upon written notice to the Client, at any time or times after the expiration of one (1) year from the date service is first rendered.

Security services will commence on 09/07/2010 and will continue until terminated upon 30 days prior written notice by either party or as otherwise permitted under this Agreement.

If Client pays Company by credit card, Client agrees that: (i) Client will reimburse Company up to two and a half percent (2.5%) for all associated credit card fees and charges; (ii) all billing disputes will be resolved between the parties and not with Client's Issuing card organization or other entity; (iii) any unresolved disputes will be noted as a disputed item on the receivable account; and (iv) failure to comply with the terms of this paragraph will be grounds for immediate termination of this Agreement.

Additional information: On site security staff from 2200-0600 hrs. at Central high school and East high school,

BY SIGNING BELOW, CLIENT ACCEPTS THIS AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS ON THE FRONT AND REVERSE SIDE.

ISD # 709 Bill Gronseth Superintendent

Securitas Security Services USA, Inc.

By: *W.C. Hanson*
Client
 Authorized Representative

By: _____
 Authorized Representative

Printed Name/Title: Bill Gronseth Superintendent

Printed Name/Title: Erik Lysne Branch Manager

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES:** Company will provide services pursuant to this Agreement in accordance with mutually acceptable, written security officer, patrol officer or alarm response orders (which are incorporated into this Agreement by this reference). Company will not be obligated to perform any duties or services (and will bear no responsibility for duties or services) other than as expressly specified in such orders or this Agreement. Unless otherwise set forth herein, Client and Company agree that Company is not engaged as a security consultant.
2. **PERSONNEL:** (a) Personnel supplied by Company pursuant to this Agreement are its employees ("Personnel") and are not Client's employees. Company is responsible for Social Security, unemployment and similar taxes applicable to its Personnel.
(b) Company is a Federal Government Contractor and complies with Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; Veterans Employment Opportunities Act of 1980; and related regulations.
(c) Company's Personnel will be assigned without regard to race, age, color, creed, sex, national origin, disabilities, veteran status, or on any basis prohibited by law. Client may reasonably disapprove of any Personnel, but only if such disapproval is not in violation of law. If any Personnel is removed at Client's request, Client agrees to indemnify, defend, and hold Company harmless from any Claim related to such removal.
(d) A "Claim" under this Agreement will mean all claims, actions, suits, demands, losses, damages, injuries, costs and expenses (including, but not limited to, any investigative costs, reasonable attorneys' fees and other costs of suit) arising from all events or circumstances related to or in connection with the same general harmful condition.
3. **HIRING:** Client will not, nor will any contractor of Client, during the term of this Agreement and for a period of one year after termination of this Agreement, employ (directly or indirectly) any Company Personnel. Recognizing the costs incurred by Company in selecting, recruiting and training its Personnel, Client agrees to pay Company \$5,000 as liquidated damages for each such Personnel employed by Client or its contractor during the term of this Agreement or within one year after termination of this Agreement.
4. **LIMITATION ON CLAIMS AND ACTIONS:** Notice of any Claim or potential Claim arising out of or relating to this Agreement must be given to Company at the addresses set forth in Section 11 within 30 days following the date of the occurrence giving rise to such Claim or potential Claim. No action to recover on any Claim will be instituted or maintained against Company unless notice of such Claim is given by Client to Company in the manner set forth herein. No action to recover for any Claim will be instituted or maintained against Company unless said action is instituted no later than 12 months following the date of the occurrence giving rise to such Claim.
5. **LIABILITY LIMITATION AND INDEMNITIES:** (a) Client agrees that Company is not an insurer and that the amounts payable hereunder are based upon the value of services provided and not the value of Client's interests being protected or the property of Client or of others located on Client's premises. Accordingly, Company makes no representation, express or implied, that its services will prevent any loss or damage.
(b) Company agrees to and will indemnify, defend and hold Client harmless from and against any Claim arising from Company's performance of the services under this Agreement, but only to the extent the Claim is caused by the negligence of Company, its employees or agents while acting within the scope of their duties and authority. Client agrees to and will indemnify, defend and hold Company harmless from and against any Claim in connection with this Agreement, but only to the extent the Claim is caused by the negligence of Client, its employees or agents.
(c) Notwithstanding the foregoing Section 5(b), Client agrees that in no event will Company or its insurers' total claimed liability for any Claim arising out of the services provided hereunder exceed the maximum amount of \$2,500. Further, if the services include alarm response, in its event will Company's or its insurers' total claimed liability for any Claim arising from any delay or failure in responding to an alarm exceed the maximum amount of \$500. The limitations of liability in this Section 5(c) will apply regardless of whether the Claim is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of or breach of this Agreement by Company, its employees or agents, including that related to the hiring, training, supervision or retention of Company's employees or agents.
(d) Notwithstanding the foregoing Section 5(b), Client will indemnify, defend and hold Company harmless from and against any Claim in connection with this Agreement to the extent the Claim exceeds \$2,500. Further, if the services include alarm response, Client will indemnify, defend and hold Company harmless from and against any Claim in connection with any delay or failure in responding to an alarm to the extent the Claim exceeds \$500. The Client's defense and indemnity obligations in this Section 5(d) will apply regardless of whether the Claim is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of or breach of this Agreement by Company, its employees or agents, including that related to the hiring, training, supervision or retention of Company's employees or agents.
(e) Notwithstanding anything to the contrary in this Agreement, Client agrees that in no event will Company or its insurers be liable for any Claims arising from or related to: (i) environmental damages or liability of any nature; (ii) a legal enactment, decree or moratorium, or any regulation, rule, practice or guideline of a public authority; (iii) an intervention of a public authority, an act of nationalization, confiscation or expropriation; (iv) loss of business or profits, penalties, or special, interest, consequential, punitive, exemplary or liquidated damages, even if Client has advised Company of the possibility of such losses or damages; (v) an act of war, a violent or armed action, hijacking or act of terrorism; (vi) a strike, lock-out, boycott or blockades; or (vii) any circumstances beyond Company's reasonable control. The limitations of liability in this Section 5(e) will apply regardless of whether the Claim is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of or breach of this Agreement by Company, its employees or agents, including that related to the hiring, training, supervision or retention of Company's employees or agents.
(f) Notwithstanding anything to the contrary in this Agreement, if Client requests (i) Company's Personnel to operate any vehicle other than one supplied by Company, Client agrees to maintain insurance for the vehicle and that such insurance is primary, and further agrees to defend, indemnify and hold Company harmless from any Claims arising out of or related to Company's use of the vehicle; or (ii) Company's Personnel to perform or assume duties other than those agreed to in writing by Company, Client agrees to defend, indemnify and hold Company harmless from any Claims arising out of or related to such duties. The Client's defense and indemnity obligations in this Section 5(f) will apply regardless of whether the Claim is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of or breach of this Agreement by Company, its employees or agents, including that related to the hiring, training, supervision or retention of Company's employees or agents.
(g) Notwithstanding anything to the contrary in this Agreement, in no event will Company be responsible for any theft or other loss of Client's property not directly attributable to security officer thefts. In the event of allegations of security officer thefts, Client waives all right of recovery unless Company is notified of such allegations within ten days, Client fully cooperates with Company in the investigation of the facts, Client presses formal charges, and a conviction is obtained.
(h) The services provided under this Agreement are solely for the benefit of Client, and neither this Agreement nor any services rendered hereunder confer any rights on any other party, as a third-party beneficiary or otherwise.
6. **INSURANCE:** Client agrees that it will maintain insurance to fully protect Client against loss or damage to its premises, business and property, and others' property on Client's premises. To the extent permitted by Client's insurance policy, Client hereby waives any and all rights of subrogation that any insurers of Client may have against Company. If Company provides any insurance coverage (additional insured or otherwise) for Client or any others, such insurance coverage will only cover Client and the others for liability specifically assumed by Company in this Agreement. As security for Client's defense and indemnity obligations in this Agreement, Client will name Company as an additional insured under Client's relevant insurance policies, and Client will provide Company with a certificate of insurance evidencing such coverage upon Company's request. Client will not make any changes to its insurance coverage without at least 30 days' prior written notice to Company. In no event will Company's additional insured status be terminated.
7. **TERMINATION FOR CAUSE:** Notwithstanding anything to the contrary in this Agreement, Company may terminate this Agreement for cause upon 48 hours' prior written notice and exercise such other rights and remedies as permitted by law. "Cause" will include, without limitation, (a) Client's failure to pay any amount when due; (b) Company's reasonable determination that Client's financial condition has substantially deteriorated ("substantial deterioration" will include, without limitation, the following: Client's PAYDEX score falling into the lowest quartile based on the industry average; Client misrepresenting its financial information; Client becoming unable to meet any of its debt obligations or to obtain financing to support its ongoing business; or Client's bond or unsecured debt rating falling below B+ on Standard and Poor's, or B2 on Moody's, rating of Client's ability to meet its debt obligations); (c) an assignment (or trust of assignment) of this Agreement by Client for the benefit of creditors; (d) Client's breach or material misrepresentation of any of the other terms or obligations contained in this Agreement; (e) a material change in the terms or conditions of Company's insurance coverage relevant to this Agreement (if such change is related to circumstances beyond Company's reasonable control); (f) a change in any applicable rules or legislation, or binding orders or instructions by the relevant authorities being issued that, in Company's sole discretion, constitute or would require a material change in the cost or duties of, or of the services to be provided by, Company hereunder; or (g) Company's discovery of any lien or judgment filed against Client (or its parent, affiliates or subsidiaries, or their respective property) that was either: (i) not disclosed by Client to Company prior to the effective date of this Agreement; or (ii) filed after the effective date of this Agreement. Furthermore, if Company becomes reasonably uncertain of Client's ability to perform its contractual obligations, Company may request reasonable assurances of Client's performance. If such assurances are not provided within 48 hours, Company may immediately terminate this Agreement.
8. **HAZARDOUS OR DEFECTIVE CONDITIONS/MATERIALS:** Client agrees that it will comply with OSHA Hazard Communication Standards, Mine Safety and Health Act, and will indemnify, defend and hold Company harmless from all Claims, including, but not limited to, injuries to Company's employees or agents, arising out of a condition existing at Client's premises, or Client's violation of any safety, environmental, mine, or health-related law. Client further agrees to: (a) make available to Company the Material Safety Data Sheet for each hazardous chemical to which Company's employees or agents may be exposed at Client's premises; and (b) inform Company of (i) precautionary measures that need to be taken to protect Company's employees or agents, and (ii) Client's hazardous material labeling system.
9. **ASSIGNMENT:** Client will not assign this Agreement without the express written permission of Company. Company may assign this Agreement at any time to any of its affiliates or successors.
10. **NON-WAIVER:** Failure of Company to enforce any provision of this Agreement, or any of its rights, or to exercise any election herein provided, will not be considered a waiver of such provision or election or in any way affect the validity of this Agreement. The exercise by Company of any of its rights or any of its elections will not preclude Company from exercising the same or any other right it may have under this Agreement or by law.
11. **NOTICES:** All notices will be in writing and will be suitably given if made by invoice, telegram, telecopy, overnight courier or by mailing by certified mail, postage prepaid, addressed to the other party at its address set forth herein or at such other address as the other party may have designated by notice given hereunder. A copy of Client's notices to Company will also be sent to the Company office at 4330 Park Terrace Drive, Westlake Village, CA 91361, "Attn: Legal Department".
12. **INVOICES:** Invoices will be submitted bi-weekly and are payable on receipt to the remittance address on the invoice. Client will bear all costs associated with Company receiving payment due for services rendered under this Agreement. A late charge of 1.5% per month will be added to balances not paid within 30 days. Client must notify Company in writing of any dispute regarding the amount of an invoice within 20 days from the invoice date, otherwise all disputes will be deemed waived. Client must notify Company in writing of any dispute for unsatisfactory service claimed by Client within 10 days of the occurrence for which the deduction is claimed, otherwise such claim will be deemed waived. In the event that Company must institute suit to collect amounts owed to Company under this Agreement, Client agrees to pay Company's attorneys' fees and other collection costs.
13. **AUTHORITY:** Company's sales personnel are not authorized to sign, change or amend this Agreement. This Agreement will not become binding upon Company until executed by an authorized manager or corporate officer of Company.
14. **SURVIVAL:** All accrued obligations of Client, including, but not limited to, Sections 2 through 8, 9, 11, 12, and 14 through 16, will survive termination of this Agreement.
15. **SEVERABILITY:** Client and Company agree that if any term of this Agreement is held to be unenforceable under applicable law, such term will be modified so that it is enforceable to the maximum extent permitted under applicable law, and all the other terms of the Agreement will remain in full force and effect. If the unenforceable term cannot be so modified, such term will be excluded from the Agreement, and all the other terms will remain in full force and effect.
16. **GOVERNING LAW & MAXIMUM EXTENT:** This Agreement will be governed by the law of the state in which Company's services are performed. All provisions in this Agreement, including, but not limited to, the provisions in Section 5, apply only to the maximum extent permitted by applicable law.
17. **ENTIRE AGREEMENT:** The terms and conditions of this Agreement contained on the front and reverse side of this Agreement constitute the entire agreement of these parties. No representations, inducements, promises or agreements of Company not embodied herein will be of any force or effect. No Client agreements, purchase orders, sort orders or other documents will modify the terms and conditions of this Agreement, regardless of when dated. No changes to this Agreement will be binding on Company unless approved in writing by an authorized Company representative.

PARKING LOT USE AGREEMENT

THIS AGREEMENT made as of the 15th day of September, 2010, by and between the Christ Lutheran, a non-profit corporation, CHURCH, and Independent School District No. 709, a public corporation under the laws of the State of Minnesota, DISTRICT;

WITNESSETH, that in consideration of the rent reserved herein and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. The Church hereby agrees, and District hereby accepts and takes, without any obligation on the part of the Church to make any improvements, the shared use of up to Forty Five (45) parking spaces in the parking lot located at Ensign Street and Church Place.
2. The term of the Agreement shall be from August 9, 2010 until August 30, 2011 or until terminated by either party upon 30 days written notice.
3. As and for payment for the above described shared use, District agrees to pay the sum of ONE DOLLAR (\$1.00) for the entire term of the Agreement.
4. By entering into this Agreement, District shall not be liable for the payment of any taxes, assessments or other impositions imposed upon said lands, District's liability being solely that for the payment described above.
5. Upon the termination of this Agreement through forfeiture or through lapse of time or any other means, District shall surrender its use of the above described premises to Church in as good a condition as received, reasonable wear and tear excepted.
6. District shall name the Church as additional insured upon its policy of liability insurance, and to the extent of such insurance and to the limits therein provided, or to the limits set forth in Minnesota Statute §466.04, whichever limits are greater, agrees to indemnify and save Church harmless from any claims, demands, actions or causes of action arising out of District's use and occupancy of said premises.
7. The use of said parking lot shall be for the shared use of the Church, the Church's other tenants, and District's construction contractor employees from 7:00 a.m. until 5:00 p.m. on weekdays and on occasions Saturdays during the term of this Agreement. At other hours and times, the Church shall be entitled to the exclusive use of said premises.
8. The use of said parking lot shall be designated for the exclusive use of the Church on occasion during the term of this Agreement for the purposes of conducting funerals or other special events. For such events the Church will endeavor to provide the District at least 24 hour advance notice to allow the District to communicate to its users that there will be no parking allowed on such dates.
9. The District agrees to manage the use of the Church Parking Lot by the District's contractors during the construction of the new school building, thru the issuance of parking permits that shall be visibly displayed in each vehicle that is authorized by the District to park in the lot according to the terms of this Agreement.

Parking Lot Use Agreement - Christ Lutheran Church and Independent School District No. 709

10. The District agrees to reimburse the Church for its cost of snow removal from the parking as such removal effort is required to clear the lot for the contractor's use on weekdays, with the exception of designated holidays. The church will invoice the District on a monthly basis for reimbursement of prior month expenses, and the District shall make payment within 45 days of receipt of such invoices.

11. For communications as described in Section 8 above; the Church should contact the district as follows:

Wade Engebretson, Krause Anderson Project Superintendent – (218) 940-1838

Mike Dosan, Krause Anderson Project Manager – (218) 591-0943

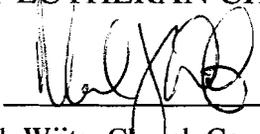
Al Medeck, Johnson Controls General Superintendant – (218) 269-7315

Kerry Leider, ISD 709 Property Manager – (218) 343-2894

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CHURCH:

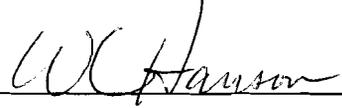
CHRIST LUTHERAN CHURCH

BY: 

Mark Wiita, Church Council President

DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 709

BY: 

William C. Hanson

Director of Business Services



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East
Duluth, Minnesota 55802

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson

From: Kerry M. Leider

Date: September 13, 2010

Re: Parking Lot Use Agreement – Christ Lutheran Church – Ensign Street and Church Place

Attached please find two (2) copies of the Parking Lot Use Agreement between Independent School District #709 and Christ Lutheran Church for use of up to 45 parking spaces by construction personnel during the construction of Piedmont School. This agreement is related to the parking lot at Ensign Street and Church Place, Duluth, MN and covers the period from August 9, 2010 through August 30, 2011 at a total estimated cost of \$1.00.

I am recommending approval of this Agreement. If you concur, please sign both copies of the Agreement and return them to the Facilities Management office for distribution. If you have any questions or need additional information, please call me at x 3234.

Attachments



**Subscriber Agreement ("Agreement")
made 09/08/10 between Clearvue & SVE, Inc. ("Clearvue") and
DULUTH IND SCHOOL DISTRICT 709, MN ("Subscriber")**

1. Clearvue grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access *PowerMediaPlus* via the website currently at www.powermediaplus.com, or by any other means on which the parties may agree, and to use *PowerMediaPlus* as set forth in the Terms of Use located at <http://www.powermediaplus.com/termsOfUse.asp>, as Clearvue may revise such Terms of Use from time to time (the "*PowerMediaPlus* Terms of Use").

In addition, if Subscriber chooses below to add Discovery Education Science, Discovery grants to Subscriber and Users in the Community a limited, non-exclusive, terminable, non-transferable license to access *Discovery Education Science* via the website currently at <http://science.discoveryeducation.com>, or by any other means on which the parties may agree, and to use *Discovery Education Science* as set forth in the Terms of Use located at <http://science.discoveryeducation.com/sitenew/index.cfm>, as Discovery may revise such Terms of Use from time to time (the "*Discovery Education Science* Terms of Use").

2. The "Term" shall be 08/16/10 through and including 08/15/11.
3. The pricing for this license (the "Fees") shall be as follows:

PowerMediaPlus

Quantity	Description	Price/Year	Discounted Price/Year	Total
2	<i>PowerMediaPlus</i> High School License	\$1,150.00	\$705.00	\$1,410.00
11	<i>PowerMediaPlus</i> Elementary/Middle School License	\$835.00	\$440.00	\$4,840.00
	AIMS Video Package	\$520.00	n/a	
	PBS Video Package	\$525.00	n/a	
	Total			\$6,250.00

Discovery Education Science

Quantity	Description	Price/Year	Discounted Price/Year	Total
	<i>DE Science</i> Middle School License - Gr 6 to 8	\$1,995.00	n/a	
	<i>DE Science</i> Elem School License - Gr K to 5	\$1,695.00	n/a	
	Total			

The Fees are non-cancellable and are due and payable no later than 30 days of receipt of invoice.

4. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements or communications with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and signed by both parties. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.
5. Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Clearvue any information it provides through Clearvue services. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Clearvue's collection and use of such information in the course of providing such services to Subscriber as described in Clearvue's Privacy Policy.

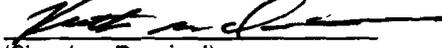
THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

WCH

Discovery EDUCATION

6. Clearvue understands that government entities may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and shall give Clearvue prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.
7. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Clearvue with copies of all relevant certificates demonstrating such tax-exempt status within 30 days of the execution hereof.
8. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein and supersedes all prior understandings between the parties relating to the subject matter herein.

DULUTH IND SCHOOL DISTRICT 709

By: 
(Signature Required)

Title: Superintendent of Schools

Printed Name: Keith M. Dixon

Date: 9/9/10

CLEARVUE & SVE, INC.

By: _____

Title: _____

Printed Name: _____

Date: _____

DISCOVERY EDUCATION, INC.
(for Discovery Education Science)

By: _____

Title: _____

Printed Name: _____

Date: _____

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT TO FAX NO. 240-662-8741

Billing Entity: _____

Billing Entity Address: _____

Billing Entity Phone Number: _____

Ref. No. O6UJ9C000Y10

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

CONTRACT CONFIRMATION

COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: CARRIE REYNOLDS
Your MTI Account Number: 0040920
Contract No: 9053914 Printed On: 09/14/10

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: DULUTH CENTRAL HIGH SCHOOL

Name of Show: GODSPELL

Name and address of performance space/venue: DULUTH CENTRAL AUDITORIUM
800 EAST CENTRAL ENTRANCE, DULUTH, MN 55811

Date(s) of performance(s): 11/05/2010 - 11/14/2010

Contract Expires: 10/20/2010

Please list number of performances for each calendar month: 6

SHIP WITH: Partial/Alternate Orchestration Full Orchestration No Orchestration
(check one) (If "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

ROYALTY: Royalty A for 6 performance(s) @ \$ 135.00 per performance, a total of \$ 810.00

RENTAL: \$830.00 for a standard set of materials or any part thereof \$ 830.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X _____ months \$ _____

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license. \$ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ _____

SALES TAX (CA, CT, MN, NJ, NY): CT, MN & NY: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. \$ EXEMPT

TOTAL: \$ 2,040

TOTAL AMOUNT ENCLOSED: \$ _____

OUTSTANDING OBLIGATIONS: \$ _____

SHIPPING

Shipment is made by UPS or FEDEX unless otherwise instructed. You will be billed for all shipping charges. Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) RUSH SECOND DAY GROUND

Shipping Address: 800 EAST CENTRAL ENTRANCE

(NO P.O. BOXES)

City: DULUTH State: MN Zip/Postal Code: 55811

PAYMENT

CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

CREDIT CARD: VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Exp. Date _____

Name on Card: _____

Signature: _____ Amount: _____

PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME LIZ LARSON TITLE DIRECTOR

AUTHORIZED SIGNATURE [Signature] DATE 9/14/2010

DAYTIME TELEPHONE 218-928-7885 EMAIL Elizabeth.Larson@

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

duluth.k12.mn.us

AGREEMENT

THIS AGREEMENT made and entered into this twenty third day of August, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Bill Howes 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 August 23, 2010, and shall remain in effect until September 2, 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:
Facilitate Office of Education Equity new employee discussions regarding racial identity development.
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 \$1,200. 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 475-06-6514.
4. **Requests for Reimbursement.** Contractor will be paid for services rendered not to exceed \$1,200.00. Invoice Reimbursement form 3000 to be submitted requesting payment.
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 YOUR ADDRESS HERE.

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of September, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Mr. Terry Goodsky, 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 September 8, 2010, and shall remain in effect until June 3, 2011, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Mr. Goodsky will be providing Cultural Instruction in the art of Native drumming techniques, drum etiquette, song structure, Ojibwe lyrics, singing styles, types of songs, and specific honor songs. Sessions will be offered at various schools and the Washington Center located at Fourth Street and Lake Avenue in Duluth, throughout the week. Minimum of 3 sessions per week. Additional scheduling may be negotiated and assigned.

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 at \$50.00 per session not to exceed \$5,800.00 (five thousand eight hundred dollars). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis, using the District Invoice. This invoice must be submitted within 30 days of the end of the month being billed for.

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

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

7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, 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 care of Terry Smith, 925 N. Fourth Avenue, Duluth, MN 55805.

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.

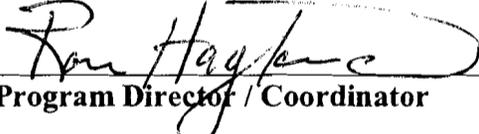
11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

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.

INDEPENDENT SCHOOL DISTRICT NO. 709


Program Director / Coordinator

9/8/10

CONTRACTOR


Terry Goodsky


Director of Business Services

475-86-9282
Taxpayer Identification Number

AGREEMENT

THIS AGREEMENT made and entered into this seventeenth day of August, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Sebastian Witherspoon 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 August 17, 2010, and shall remain in effect until September 2, 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:

Facilitate Office of Education Equity new employee discussions regarding racial identity development.

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 \$1,200.00. 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. TIN Number 470-92-4045.

4. **Requests for Reimbursement.** Contractor will be paid for services rendered not to exceed \$1,200.00. Invoice Reimbursement form 3000 to be submitted requesting payment.

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 2216 W. 10th Street Duluth, MN 55806.

