

Expenditure Contracts Signed – May 2010

For your information, Superintendent Dixon or the Director of Business Services has signed the following expenditure contracts during the month of May 2010:

Expenditure Contracts

<u>Name</u>	<u>Amount</u>	<u>Source</u>	<u>Description</u>
SOAR Career Solutions	20,000.00	General	Workforce Preparation Skills – ALC
TRA Software Solutions	5,480.00	General	Student Activity Account Software
Udac	1,198.23	Spec Serv	Transition Services
DECC	402.36	General	Unity Graduation
ARCC	2,108.60	General	E-Rate Filing Assistance
Origins	1,500.00	Safe Schools	Bayview – Responsive Classroom
Origins	1,500.00	Safe Schools	Jedlicka – Responsive Classroom
College of St. Scholastica	Approx 1,000.00	General	Concert Hall Rental
RCM Technologies	5,400.00	General	Technology Consulting Services
A.T. Entertainment/Vista Fleet	225.00	General	Senior Cruise
Creating Futures	7,500.00	Spec Serv	Consultative Services
DP&D Properties, LLC	3125.00	LRFP	Furniture Storage Space Lease
Christa Treichel	2,700.00	Grant	Addendum to Original Contract for Early Reading First Grant Services
City of Duluth	8,400.00	ECFE	Lease of Space at Washington Center
Chang'aa Mweti	9,600.00	Deseg	Contract Services to OEE Programs
Quality Lawn Care	8,454.00	Facilities	District Wide Lawn Care
Bee Dee Enterprises	12,990.00	Facilities	2010 District Wide Lawn Care Services

Memorandum of Understanding Workforce Preparation Skills Collaborative Program

Duluth Adult Basic Education and SOAR Career Solutions ABE Program Year 2010 (May 1, 2010 – April 30, 2011)

Introduction: This MOU describes the partnership agreement and operating procedures between the Duluth Adult Basic Education consortium and SOAR Career Solutions in regard to offering workforce preparation skills as described in the "MDE ABE Eligible Curricula Policy Revision of January 8, 2009." The agreement shall be in effect from May 1, 2010 – April 30, 2011, with option to renew on an annual basis.

Purpose: The purpose of this agreement is to increase the quality and readiness of entry-level workers in the Duluth area. This will be done by collaboration between ABE, which provides basic skills education, and SOAR, which provides training in job seeking skills, "soft" skills and basic computer skills for work.

Administration and Coordination: Supervision of programs will be provided by both Duluth ABE and SOAR based on program location, content and reporting requirements. After initial set up, there will be ongoing communication between the partners including face-to-face meetings at least quarterly, to coordinate intake, referrals, curriculum content and delivery, reporting, and any other issues required for efficient and effective program implementation.

Work Plan for workforce preparation skills:

1. SOAR agrees to provide these services:

- a. Develop curriculum and identify instructors for classes in the areas of job seeking skills, soft skills for work, and basic computer skills.
- b. Set a schedule of monthly classes in the three areas of job seeking skills, soft skills for work, and basic computer skills.
- c. Coordinate with the Duluth Work Force Center to receive written referrals for these classes and to screen and place applicants based on their individual needs.
- d. Receive referrals from the Adult Learning Center for ABE participants whose learning plan calls for development of pre-employment skills.
- e. Conduct regular intake and screening for all interested in SOAR classes.
- f. Refer SOAR applicants or participants who have basic skills needs to the Duluth Adult Learning Center for GED preparation, adult diploma, or skills brush-up classes.
- g. Deliver the pre-employment curricula in the areas specified.
- h. Offer additional, individualized job seeking/job search skills to those who complete the basic curriculum on an as-needed basis.
- i. Complete the required ABE enrollment, attendance and exit reports for those who attend classes at SOAR, including copies of WFC referral forms as required for ABE eligibility.
- j. Coordinate all paperwork with the ABE program staff to avoid duplication and guarantee accuracy and completeness in ABE state reporting.

2. Duluth ABE (aka Adult Learning Center) agrees to provide these services:

- a. Develop curriculum and identify instructors for classes in basic skills, including GED preparation, adult high school diploma completion, and brush-up skills in reading, writing, math and specific test preparation (employment, military, further education including customized training).
- b. Set a regular schedule of classes in the basic skills areas specified.
- c. Provide regular intake and screening for all interested in ABE instruction.
- d. Receive referrals from SOAR for applicants or participants who have basic skills needs in GED Preparation, Adult Diploma coursework, or Brush-up skills.
- e. Refer ABE applicants or participants to SOAR, if their learning plans call for development of pre-employment skills.
- f. Deliver the ABE curricula in the basic skills areas specified.
- g. Provide required ABE forms, and guidance for form completion, to SOAR staff.
- h. Complete all required ABE state reports, incorporating the data provided by SOAR for those eligible participants enrolled in pre-employment skills classes.

Fiscal Plan

- a. Duluth ABE (I.S.D. 709) will act as the Fiscal Agent for the ABE workforce preparation collaborative program.
- b. Duluth ABE will submit all required applications and reports to the Minnesota Department of Education to receive hourly revenue for eligible participants in pre-employment skills classes.
- c. Reimbursement to SOAR for services provided will be determined by (1) reported participant contact hours in the pre-employment classes provided by SOAR; and (2) hourly rate of funding by MDE to ABE programs for the given program year. For the 2010-2011 Program Year, the hourly rate shall be \$4.00, and the maximum reimbursement shall be \$20,000.00.
- d. Payment by Duluth ABE (I.S.D. 709) to SOAR will be made based on invoices submitted by SOAR for the number of ABE reportable student hours provided by SOAR. These invoices shall be submitted quarterly, 30 - 60 days after the state ABE required quarterly reporting periods (ending July 31, October 31, January 31, and April 30). I.S.D. 709 shall pay SOAR within approximately 60 days of receiving the invoice and verifying the reportable student hours.

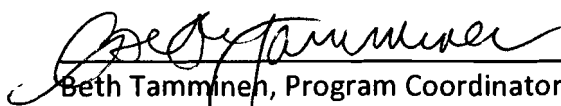
Review/Alteration/Termination of Agreement

Either party reserves the right to request a review of this agreement, by written notice of 30 days, for purposes of alteration of terms or termination of the full agreement. Examples of possible reasons for alteration or termination include but are not limited to:

- a. If either party's source of funding necessary for this collaborative program is not obtained or continued at the expected level.
- b. If either party does not execute the responsibilities listed above. A written notice will (1) detail the specific requirements or responsibilities which are not being met, (2) detail a remedial process for correcting the specific problems, and (3) include a timeline by which these problems will be corrected. Failure to meet any of these 3 conditions will be cause for terminating the agreement.

Signatures. This document is approved and accepted by these partners:

Duluth Adult Basic Education, I.S. D 709:


Beth Tamminen, Program Coordinator

5/18/2010
Date


Bill Hanson, ISD 709 Business Services Director

5/25/10
Date

SOAR Career Solutions:


Rebecca Ellenson, Executive Director

5/18/2010
Date

Proposal to Duluth Public Schools



5027 Wrightsville Avenue
Wilmington, North Carolina 28403
(910) 799-2252 Fax (910) 799-2788
www.trasoft.net

District Information

Contact	Ms. Peggy Blalock	Phone	218-336-8700 x 1079
Address	215 N. First Ave. E.	Email	
City, ST	Duluth, MN	Zip	55802

Date Quote Issued: April 6, 2010

Quantity	Product/Service Description	Unit Price	Annual Fees	Total Price
9	SFOL - SchoolFunds Online Annual License, Maintenance, and Support Fees	\$ 396.00	\$ 3,564.00	\$ 3,564.00
1	SFA -SchoolFunds Online Administrator Annual License, Maintenance, and Support Fees	\$ 396.00	\$ 396.00	\$ 396.00
1	SFOSH - SchoolFunds Online Annual Remote Server Hosting Fee	\$ 540.00	\$ 540.00	\$ 540.00
1	SFTRN - Full-day on-site school group training session <i>* plus reasonable travel expenses for one trainer</i>	\$ 980.00		\$ 980.00

Notes

Training is proposed for one full-day session with all school users attending. Training will be conducted at a suitable Duluth Public Schools site. The training fee is \$980 per day plus reasonable travel expenses for one trainer.

This annual hosting fee includes the loading of the Microsoft SQL License, as well as the loading and maintenance of the SchoolFunds Online package and database. The hosting service will be provided by Discountasp.net. Discountasp.net host their web-servers in a Tier 1, secure data center in the USA/California and in Europe/UK. Because of the outsourcing, TRA can assume no liability for any consequences caused by the hosting service provider.

The above fees assume and are based on the purchase of SchoolFunds forms (laser checks and receipts) through TRA forms division. Forms should be ordered directly through TRA before the scheduled implementation date.

Taxable sub total	\$ 5,480.00
NC Sales Tax	\$ -
TOTAL	\$ 5,480.00

Terms of Proposal:

The software and service offerings included in this proposal are valid for 90 days beyond the proposal date below. The software proposed is the standard release; any modifications required to meet the implicit or explicit requirements of Duluth Public Schools may be performed on a time and materials basis, and in a mutually agreeable timeframe.

Proposal Presented:

Sarah McLamb

TRA, Inc.

4/6/2010

Proposal Date

Proposal Approved:

Name

Date

[Signature]
5/25/10

Udac, Inc.

And

Duluth Public Schools

AGREEMENT FOR PURCHASE OF TRANSITION SERVICES

The following is an Agreement between Udac and Duluth Public Schools. This Agreement shall be effective June 1, 2010.

I. The Service Provider Agrees:

A. To provide evaluation, treatment and consultation services for students with a disability and who have IEP/IFSP/IIPs documenting the need for such services under contract at Duluth Public Schools. Services shall also be provided to assist in the evaluations of students identified in the evaluations process. Treatment services shall be provided as prescribed by the students IEP in order to meet the goals as determined by the IEP team.

B. Not to exceed twenty-five (25) hours of services.

II. Duluth Public Schools Agrees:

A. To pay Udac for Transition Services at the contract rate of \$47.93 per partial day of less than 6 hours per day.

B. To remit to Udac, upon receipt of monthly invoice, the amount due and owing for the services provided.

C. The Director of Special Education shall supervise the contracted services to ensure that services are provided in accordance with students IEPs.

ADDITIONAL CONDITIONS

1. The Udac and Duluth Public Schools will comply with all state and federal reporting requirements. Udac and Duluth Public Schools will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.

2. The Udac will consent to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.

3. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the Duluth Public Schools to file tax returns, pay delinquent taxes or other state liabilities.
4. Services must be provided to the satisfaction of the Duluth Public Schools and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Service Provider will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.
5. Duluth Public Schools will provide transportation to and from Udac.
6. Duluth Public Schools will provide staff to accompany Kelsey while transitioning at Udac as agreed upon.

CANCELLATION

This agreement may be cancelled by Udac or Duluth Public Schools at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, Udac shall be entitled to payment, determined on a pro rata basis, for work performed to Duluth Public Schools' satisfaction.

AMENDMENTS

Amendments must be in writing and indicate approval by both parties to the amended terms.

STATE AUDIT

The books, records, documents and accounting procedures of the Duluth Public Schools and its employees relevant to this agreement must be made available by the STATE for a minimum of 6 years from the end of the agreement.

LIABILITY

The Duluth Public Schools agrees to indemnify, save and hold the district/agency; its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the Duluth Public Schools and its agents or employees.

Agreed to by:

Duluth Public Schools – ISD 709

By W. C. Hanson

Title CFO

Date 5/25/10

Udac

By Robert A. [Signature]

Title Executive Director

Date 5/13/10



Duluth Entertainment
Convention Center
350 Harbor Drive
Duluth, Minnesota 55802

Event Order Confirmation

ALC/Unity Graduation (16157)

Sandy Poppenberg
ALC
215 N. 1st Avenue E
Duluth, MN 55802

Direct: 218-336-8700, ext. 1162
Fax: 218-336-8770

Event Coordinator(s)

Coordinator 1: Sheena Lorenz

Main: 218-722-5573 ext 23

Email: slorenz@decc.org

Order #	Quantity	Rate	Charges
Set Up - JK (3)			
Wed 06/02/2010 11:00 AM - 05:00 PM			
Lake Superior Ballroom JK			

Order Note:

DECC to Hang 8'x8' Banner and 2 Small Banners Behind Head Table
Community Band will Perform During Program

*Staff will arrive for
set-up between 12:30+1:00pm*

DECC to Monitor Room Temperature
Fountain On if Possible

Building Services

Tall Gray Drape on Riser	77567	1.00 EA	0.00 / EVT	0.00
8' Burgundy Skirted Table on Riser	77567	1.00 EA	0.00 / EVT	0.00
6' Skirted Burgundy Wrap Table on Floor	77567	1.00 EA	0.00 / EVT	0.00
Chairs on Riser	77567	2.00 EA	0.00 / EVT	0.00

Labor

Theatre Style Seating	77567	1.00 EA	0.00 / EVT	0.00
Riser 8'x40'x24"	77567	1.00 EA	0.00 / EVT	0.00
Place Stairs on Booth Ends				
Band: Theatre Style Seating	77567	50.00 EA	0.00 / EVT	0.00
Instruments Will Be Stored In Service Hall.				

Parking

Parking Pass, Standard	77567	10.00 EA	4.00 / EA	40.00
ALC to Make and Give DECC a Copy				

Technical Resources

Screen/AV Cart	77567	1.00 EA	43.00 / DAY	43.00
ALC/Unity Will Provide Projector and Laptop.				
U. S. Flag on Riser	77567	1.00 EA	0.00 / EVT	0.00
St. Lectern/Mic on Riser	77567	1.00 EA	0.00 / DAY	0.00
Grand Piano	77567	1.00 EA	100.00 / EA	100.00
St. Lectern/Microphone On Floor	77567	1.00 EA	0.00 / DAY	0.00
Standing Microphone	77567	2.00 EA	26.00 / DAY	52.00
Place Near Lectern on Floor				

Total For Set Up - JK (3): 235.00

Doors Open (4)

Wed 06/02/2010 06:00 PM - 07:30 PM

Lake Superior Ballroom JK

Building Services

Doors Open	77566	1.00 EA	0.00 / DAY	0.00
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Guest Services

Event Order Confirmation

ALC/Unity Graduation (16157)

	<u>Order #</u>	<u>Quantity</u>	<u>Rate</u>	<u>Charges</u>
Doors Open (4)				
Lake Superior Ballroom JK				
Wed 06/02/2010 06:00 PM - 07:30 PM				
Usher	77566	4.00 HR	17.00 / EA	68.00
DECC Hand Supervisor	77566	4.00 HR	21.00 / EA	84.00
Total For Doors Open (4):				152.00

Graduation Ceremony (5)				
Lake Superior Ballroom JK				
Wed 06/02/2010 07:30 PM - 09:00 PM				
Function Attendance:				600

Order Note:

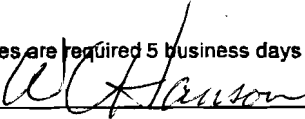
Teen Challenge choir singing at graduation

Building Services

Graduation Ceremony	77565	1.00 EA	0.00 / DAY	No Charge
Totals Excluding Taxes:				387.00
7.875% Tax:				15.36
Total For Taxes:				15.36
Total Including Taxes:				402.36
Total Outstanding Charges:				402.36

Meal guarantees are required 5 business days prior to the event. I have read and agree to the arrangements listed above.

Signature:



Date:

5/20/10



Duluth Entertainment
Convention Center
350 Harbor Drive
Duluth, Minnesota 55802

Event Order Confirmation

ALC/Unity Graduation (16157)

Sandy Poppenberg
ALC
215 N. 1st Avenue E
Duluth, MN 55802

Direct: 218-336-8700, ext. 1162
Fax: 218-336-8770

Event Coordinator(s)

Coordinator 1: Sheena Lorenz

Main: 218-722-5573 ext 23

Email: slorenz@decc.org

	Order #	Quantity	Rate	Charges
Student Line Up (2)			Wed 06/02/2010 06:00 PM - 09:15 PM	
French River Room			Function Attendance:	100

Order Note:

Risers will be delivered from Duluth Public Schools - ISD 709 in a.m.

3 Risers go to French River Room & 3 risers to LSB.

After graduation, risers will be stored in French River Room until next day pick-up.

ALC will use French River as a "Check-out" room after graduation. Will vacate room around 9:15 pm

Building Services

Photo Area: Tall Blue Drape	77568	1.00 EA	0.00 / EVT	0.00
4' Blue Skirted Table w/2 Chairs	77568	1.00 EA	0.00 / EVT	0.00
8' Blue Skirted Tables	77568	2.00 EA	0.00 / EVT	0.00
Chairs Around Room Perimeter	77568	50.00 EA	0.00 / EVT	0.00

Labor

Coat Rack N/C	77568	5.00 EA	0.00 / EVT	0.00
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Total For Student Line Up (2): 0.00

7.875% Tax: 0.00

Total Including Taxes: 0.00

Total Outstanding Charges: 0.00

Meal guarantees are required 5 business days prior to the event. I have read and agree to the arrangements listed above.

Signature: W. C. Hanson

Date: 5/20/10



Arrowhead Regional Computing Consortium
5 W First St, Ste 300
Duluth, MN 55802

May 1, 2010

To: Bill Hanson, ISD #709, 215 N First Ave E, Duluth, MN, 55802
Theresa Meyers, ISD #118, 316 Main St E, Remer, MN, 56672
Penny Johnson, School District of Superior, 3025 Tower Ave, Superior, WI, 54880

Re: E-Rate Consulting FY2010-2011 Letter of Agency & Invoice

The Federal Communications Commission (FCC), Universal Service Administrative Company (USAC), and Schools and Library Division (SLD) are including emphasis in audits to verify that there is a firm understanding of roles and responsibilities between E-Rate eligible entities and an entity that assists in the E-Rate filing process. As an E-Rate consultant, the FCC, USAC and SLD require that we have on file a number of compliance forms for each service year.

We have put together a **FY2010-2011 Letter of Agency** detailing the services and responsibilities ARCC will provide as your E-Rate consultant. Please review, **sign and return** the enclosed Letter of Agency **by July 15th** if you wish to continue to receive E-Rate assistance from us during the upcoming filing year. A self addressed envelope is included for your convenience in returning the form.

Also enclosed is an invoice for FY2010-2011 E-Rate consulting services. It reflects a change in how we charge for these services; to a base plus per-PU fee using your district's fall, 2009 enrollment. You may be aware that in November of 2009 the main E-Rate contact person at each district received an email from our regional E-Rate Coordinator Cindy Olson which announced the new service fee structure.

Please contact Cindy Olson at 218-723-1700 (x101) with questions about E-Rate compliance and/or the E-Rate filing process. You may also feel free to contact me (x102) regarding the Letter of Agency or invoice. Thank you for your cooperation with this compliance matter.

Sincerely,

Denise Bohrer, Controller/Director's Assistant

Enclosures (2)

CC: Cindy Olson, Marv Roberts, Keith Anderson



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Letter of Agency - Fiscal Year 2011 Regarding E-Rate Consulting Services For Services Provided From July 1, 2010 through June 30, 2011

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application and forms processing services to be provided within the period from **July 1, 2010** through **June 30, 2011**.

ARCC will provide the following E-Rate Support:

- **Information Sharing**
 - Will distribute E-Rate updates through a group e-mail list and quarterly newsletter as received and deemed appropriate.
 - Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
 - Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Technology Plan**
 - Will work with the Minnesota Department of Education (MDE) on distributing technology plan guidelines.
 - Will work with MDE to distribute training on technology planning to the District.
 - Will assist the District in meeting MDE-defined deadlines for submission.
- **Form 470 (Checklist for services a district is interested in receiving)**
 - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
 - Will notify the District of timelines for submission of Form 470.
 - Will set up appointment with the District to assist in completing Form 470. Assistance can take the form of telephone guidance, on-site at ARCC guidance and, if necessary, in-district guidance.
 - Will provide data entry service on the form.
 - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 470 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 471 (Actual request for discount)**
 - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
 - Will set up appointment with the District to assist in completing form 471. Assistance can take the form of telephone guidance, on-site at ARCC office guidance and, if necessary, in-district guidance.
 - Will provide data entry service on the form.
 - Will work with the District on creation and electronic submission of the Item 21 attachments.
 - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 471 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**

COPY

- At request of the District, will assist in answering PIA questions.
- ARCC is not able to track and does not receive a copy of PIA requests. The ultimate responsibility for responding and meeting the 14 day response deadline rests with the District.
- **Funding Commitment Decision Letter (Official award of E-Rate funding)**
 - Will check USAC/SLD web site on weekly basis once funding waves have started and will notify the District when their funding has been awarded and what the next step is in the process.
- **Form 486 (Notifies USAC/SLD that services have begun)**
 - Will notify the District when funding is received that they have 120 days to complete this form.
 - Will track Form 486 progress and notify the District if meeting deadline for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 486 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 472, Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by check)**
 - Will work with the District to help meet BEAR deadlines.
 - + If the District requests assistance, will complete BEAR forms and send to District for signature and submission; billable on a \$100 per hour fee basis.
 - After end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
 - The District will authorize and sign the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Other**
 - Will work with the District to assist in developing bid scoring rubrics and review annually to verify that they meet USAC/SLD requirements.
 - Will work with the District to provide forms and other tools to assist in E-Rate program as they are developed.
 - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
 - + Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a \$100 per hour fee basis.
 - + Will work with the District if an appeal is deemed necessary and possible; billable on a \$100 per hour fee basis.

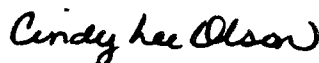
The District certifies that they are a school under the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding \$50 million dollars.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of \$250.00 plus \$.20 per pupil unit, based on the prior year's fall enrollment. SLD site audits, appeals and BEAR completion services provided by ARCC, identified herein with a '+', are considered above basic services for which an additional fee of \$100 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for e-rate submission is true.



ISD709 - Duluth Public Schools
215 N First Ave E
Duluth, MN 55802
07/01/2010



Arrowhead Regional Computing Consortium
5 West First Street #300
Duluth, MN 55802
07/01/2010

COPY

Arrowhead Regional Computing Consortium (ARCC)
5 W First St, Ste 300
Duluth MN 55802
(218)723-1700

ISD #709
Duluth Public Schools
215 N First Ave E
Duluth MN 55802

Invoice #: 9495
Invoice Date: May 1, 2010
Payment Due: July 1, 2010

Invoice for 07/2010 - 06/2011 E-Rate Consulting Services

# of Units	Unit Description	Service Category	Cost Per Unit	Annual Cost
1	Annual Base	Contracted E-Rate Consulting Fee	250.00	250.00
9,293	Adj. PU, Oct 2009	Contracted E-Rate Service Fee	0.20	1,858.60
Total Invoice				<u>\$ 2,108.60</u>

Please return a signed copy of enclosed Letter of Agency with payment.

Amount Paid
\$

Receipt to:
B-01-120-001



3805 Grand Avenue South, Minneapolis, MN 55409
(612) 822-3422 • FAX (612) 822-3585
origins@originsonline.org • www.originsonline.org

Responsive Classroom

Origins Letter of Agreement

Date: 4/30/2010

Contract #: 9301

The Origins Program, Inc. hereby agrees to provide consultation / training, and the client agrees to accept and pay for said consultation / training as follows:

Client:

School: Bay View Elementary School

Address: 8708 Vinland St.
Duluth, MN 55810

Main Phone: (218) 628-4949

Fees:

RC Full-day Consulting	1 Day @ \$1,500.00	\$1,500.00
Travel Cost		TBD

Total: \$1,500.00 (+ travel expenses)

Description of Work:

Date	Time	Consultant	Description
5/10/2010	8:00	Carolyn Rottman	One Day Consulting in the Responsive Classroom

Contract Notes:

Jan Lippitt is our contact for this day. 1-218-628-4949 This consulting day is supported by a SAFE Schools Grant. Please send to Susan Richards c/o SAFE Schools, Duluth Public Schools, 215 North Avenue East, Duluth, MN 55802

Terms: This agreement obligates the purchaser to full payment for services delineated in this document, including Exhibit A and/or B if applicable. Work is invoiced as scheduled and performed, with payment due within 30 days after invoicing. Rearrangement or cancellation of dates within the year requires prior written agreement from The Origins Program.

The Origins Program:

Leanne Ross

Date: 4/30/2010

Authorized signature:

W. C. Hanson

Date: 5/3/10



3805 Grand Avenue South, Minneapolis, MN 55409
(612) 822-3422 • FAX (612) 822-3585
origins@originsonline.org • www.originsonline.org

*DEVELOPMENTAL DESIGNS®

Origins Letter of Agreement

Date: 4/30/2010

Contract #: 9303

The Origins Program, Inc. hereby agrees to provide consultation / training, and the client agrees to accept and pay for said consultation / training as follows:

Client:

School: Jedlicka Middle School
Address: 131 9th Ave.
Proctor, MN 55810-2741

Fees:

DD Full-day Consulting	1 Day @ \$1,500.00	\$1,500.00
Travel Cost		TBD

Total: \$1,500.00 (+ travel expenses)

Description of Work:

Date	Time	Consultant	Description
5/18/2010	8:00	Sharon Greaves	Full Day Consulting in Developmental Designs for Middle School

Contract Notes:

Jan Lippitt is our contact for this day. 1-218-628-4949 This consulting day is supported by a SAFE Schools Grant. Please send to Susan Richards c/o SAFE Schools, Duluth Public Schools, 215 North Avenue East, Duluth, MN 55802

Terms: This agreement obligates the purchaser to full payment for services delineated in this document, including Exhibit A and/or B if applicable. Work is invoiced as scheduled and performed, with payment due within 30 days after invoicing. Rearrangement or cancellation of dates within the year requires prior written agreement from The Origins Program.

The Origins Program:

Terrence Ross

Date: 4/30/2010

Authorized signature:

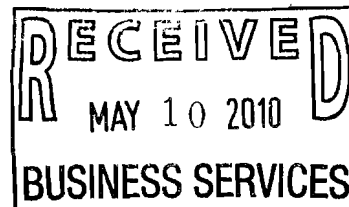
W. C. Hansen

Date: 5/3/10



The College of
St. Scholastica

1200 Kenwood Avenue
Duluth, Minnesota 55811-4199
(218) 723-6000 • 1-800-447-5444
fax: (218) 723-6290



April 27, 2010

Jim Erickson
Duluth East High School
2900 East Fourth Street
Duluth, MN 55812

Dear Mr. Erickson,

Thank you for choosing The College of St. Scholastica's Mitchell Auditorium as the site of your Nov. 9, 2010 and March 29, 2011 rehearsal and concert.

Equipment drop-off: Please schedule your equipment drop-off with us since there are many other events in the Mitchell that we need to plan for.

Your contract cost of **\$700 per date** includes:

Facility Rental

Mitchell Auditorium

Rehearsal

East band to set up stage
No tech support provided

Staff support for concert

Technical coordinator
Two (2) CSS Ushers

Optional services:

Piano use – no charge

Piano tuning \$100 by in-house technician

Audio or video recording \$75

Copies of recordings \$20 each

Table set-up w/o linens \$10 per table

Table set-up with linens \$18 per table

If there are any questions regarding the charges or the services, please call me at (218) 723-6631.

The Mitchell Auditorium and The College of St. Scholastica must review any use of the College's name, address or phone number in all types of your promotions. Please submit all proposed advertising copy and photos to me by e-mail or fax, including website promotions. The use of the College logo is not permitted without prior approval.

Please indicate your agreement to these conditions by signing this document and returning one copy by May 31, 2010 with a non-refundable deposit of \$200.

Sincerely,

Sue Maki

Sue Maki

Director, Conference and Event Services

W. Erickson
I accept the conditions as stated above

5/11/10
Date

MASTER AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made by and between RCM Technologies, Inc., a Michigan corporation (herein after referred to as "RCM TECHNOLOGIES") with an office at 700 Tower Drive, Suite 610, Troy, MI, 48098 and Duluth Schools ISD 709 (herein referred to as "CUSTOMER") with its principal office located at

Duluth Schools ISD 709
215 North 1st Avenue NE
Duluth, MN 55802
Phone: 218-336-8700
Fax: 218-336-8773

CUSTOMER agrees to contract for the services of RCM TECHNOLOGIES, and RCM TECHNOLOGIES agrees to provide services under the terms and conditions in this agreement. RCM TECHNOLOGIES shall provide CUSTOMER with services as required by CUSTOMER for consulting, analysis, design, computer programming, network support, PC support, hardware equipment repair and support, documentation and other related services as CUSTOMER may require.

STATEMENT OF WORK

RCM TECHNOLOGIES shall issue a Statement of Work for each engagement to be completed. The terms of each Statement of Work are incorporated herein by reference and will define the scope of work for a particular project assignment, the type of work, skill levels provided, location and approximate length of the project assignment, the applicable fee structure, deliverables and their due dates and criteria for successful completion and acceptance of the project assignment. Additional written and detailed technical specifications for the work to be performed may be attached to each Statement of Work as numbered exhibits. The Statement of Work shall be signed by both parties.

TERM

This Agreement shall be from _____ through _____ unless terminated earlier in accordance with this Agreement.

FEES

In full consideration of the consulting services hereunder, CUSTOMER agrees to pay RCM TECHNOLOGIES a fee computed according to the provisions set forth in the Statement of Work, plus reasonable expenses incurred at the request of CUSTOMER. RCM TECHNOLOGIES reimburses its consultants for expenses incurred at the request of CUSTOMER outside of the "home" area, or when performance involves travel between multiple locations of CUSTOMER's business.

PAYMENT TERMS

A weekly invoice describing services rendered and expenses incurred shall be submitted to CUSTOMER at the end of each invoicing period in which the services are rendered. Invoices shall be considered accepted by CUSTOMER as a correct reflection of services rendered unless CUSTOMER notifies RCM Technologies of a billing dispute in writing within five (5) business days upon receipt of the invoice. CUSTOMER agrees to remit payment for invoiced services with expected payment of net 30 days with a 1.5% penalty for late payment.

PERFORMANCE

RCM TECHNOLOGIES' performance shall be provided on a best effort basis. The manner and means of such performance are under RCM TECHNOLOGIES' control, subject to industry standards of performance. Although manner and means of performance under this agreement are within the discretion of RCM TECHNOLOGIES, CUSTOMER retains the right to monitor, review and inspect the progress and work provided by RCM TECHNOLOGIES.

OWNERSHIP OF WORK PRODUCT

All right, title and interest, including copyright, in and to all Work Product and written subject matter developed hereunder, including but not limited to copyrightable expressions, patentable inventions, improvements or discoveries created by RCM TECHNOLOGIES shall be owned by RCM TECHNOLOGIES. RCM TECHNOLOGIES hereby grants a personal, non-exclusive, perpetual, irrevocable, non-transferable, non-assignable, non sub-licensable right and license to Customer to use the Work Product for its business purposes.

LIMITS OF RESPONSIBILITY

It is understood and agreed that RCM TECHNOLOGIES consultants are contractors in the performance of this agreement; they are not agents or employees of CUSTOMER, and are not authorized to act on behalf of CUSTOMER. RCM TECHNOLOGIES shall assume full responsibility for payment of all federal, state and local taxes, and/or special levies required under unemployment insurance, workmen's compensation, social security, income tax, and/or other laws, with respect to performance of RCM TECHNOLOGIES obligations under this agreement.

LIMITATION OF LIABILITY

RCM TECHNOLOGIES warrants that the Services provided will be done in a workmanlike manner according to industry standards. There are no other warranties, expressed or implied, concerning merchantability, fitness for a particular purpose or any other matter, including any products that may be sold with the services. RCM TECHNOLOGIES will have no liability to CUSTOMER for: (a) the loss of any data; (b) lost profits; and/or (c) consequential, exemplary, punitive, incidental or other damages. It is CUSTOMER'S sole responsibility to maintain backup data necessary to restore critical CUSTOMER files in case of loss or damage to such data from any cause. RCM TECHNOLOGIES will not be liable for any problems that may arise from causes beyond its control, such as power failures, virus propagation, improper shutdown of a network and related equipment and/or an act of God. In any event, the Parties agree that any liability

that RCM TECHNOLOGIES may have to CUSTOMER will not exceed the amounts that CUSTOMER pays to RCM TECHNOLOGIES for the Services under this agreement.

CONFIDENTIALITY

“Confidential Information” means all technical, business, financial and other information (whether written, oral, graphic, machine recognizable, sample or visual) which is disclosed by one party (the “Discloser”), to the other party (the “Recipient”) relating to the aforementioned business relationship and which is marked by the Discloser as “Confidential” or by any other appropriate legend, and any other knowledge of the business owned or controlled by CUSTOMER or any of their affiliates which may in whole or in part be conceived or learned by RCM TECHNOLOGIES in the course of its providing services and/or materials to CUSTOMER. Information disclosed orally, graphically, by sample or visually and identified at the time of disclosure, or within thirty (30) days thereafter, as confidential, proprietary or the like will be considered Confidential Information. Confidential Information shall include all samples, prototypes, and any tangible representation of any products or test results prepared by or on behalf of RCM TECHNOLOGIES for CUSTOMER and any information obtained by a Recipient while accessing Disclosers computer networks or visiting any Discloser facility, whether or not marked as such. Each party shall disclose to the other party such of its Confidential Information which, in the sole discretion of the Discloser, is useful.

The term “Confidential Information” does not include any portion of the information which, as evidenced by written records:

- a) is or becomes generally available to the public other than as a result of a disclosure by the Recipient in breach of this Agreement;
- b) was or becomes available to the Recipient on a non-confidential basis from a source other than the Discloser or its affiliates, provided that the source is entitled to disclose the information; or
- c) was known to the Recipient prior to disclosure by the Discloser; or
- d) is independently developed by the Recipient.

EMPLOYEES

RCM TECHNOLOGIES consultants are its most important asset in the performance of this agreement and similar agreements it has with other current and future customers. Conversely, RCM TECHNOLOGIES acknowledges the employees of CUSTOMER to be equally important to the goals and objectives of CUSTOMER. In this accord, both RCM TECHNOLOGIES and CUSTOMER agree not to pursue or be pursued by, with the intent to hire or contract, any employee of the other during the performance of this agreement, and for a period of twelve (12) months after the date of termination of this agreement, without the express prior written consent of the current employer. RCM TECHNOLOGIES strongly discourages the practice of inter-company recruiting by either party. Any breach of this provision that results in the hiring or contracting of another's employee may be viewed as recruiting service, entitling the current

employer to levy a one-time charge not to exceed fifty (50) percent of the current annual income of the employee(s) in question.

SEVERABILITY

If any provision of this agreement is determined to be unenforceable or invalid, the remaining provisions of this agreement shall not be affected and shall remain in full force and effect.

INDEMNITY

CUSTOMER shall defend, indemnify and hold RCM TECHNOLOGIES harmless from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the negligence or willful misconduct of CUSTOMER or any of its employees or agents, or any of their failure to comply with applicable federal, state and local laws, regulations and costs.

RCM TECHNOLOGIES shall defend, indemnify and hold CUSTOMER harmless from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the negligence or willful misconduct of RCM TECHNOLOGIES or any of its employees or agents, or any of their failure to comply with applicable federal, state and local laws, regulations and costs.

INSURANCE

Without limiting in any way RCM TECHNOLOGIES' indemnification obligations hereunder, RCM TECHNOLOGIES shall also maintain at its expense workers' compensation and comprehensive general liability insurance to provide protection against claims under applicable workers' compensation acts, and against any other claims, including, but not limited to, claims for bodily injury or property damage, which may arise or result from the services provided hereunder, either such operations as are conducted by Vendor or by anyone directly or indirectly employed by either RCM TECHNOLOGIES.

GOVERNING LAWS AND DISPUTES

This agreement shall be interpreted under and governed by the laws of the State of Michigan. Any disputes shall be submitted to and resolved by the American Arbitration Association under its rules. The proceeding shall be before a single arbitrator in metro-Detroit, Michigan. Any award may include an award of costs and attorney fees and shall be binding upon the parties and enforceable in a court of record.

ENTIRE AGREEMENT

This is the final and complete agreement between RCM TECHNOLOGIES and CUSTOMER and all representations, promises and negotiation are merged herein. Any delay in the enforcement of any provision hereof shall not constitute the waiver of the right to enforce such a provision. This agreement may be amended only by a written document, signed and dated by both RCM TECHNOLOGIES and CUSTOMER.

TERMINATION

Either RCM TECHNOLOGIES or CUSTOMER may terminate the agreement for any reason with thirty (30) days written notice to other Party. Termination of this agreement shall not affect RCM TECHNOLOGIES and CUSTOMER's responsibilities under the following terms of this agreement: PAYMENT FOR SERVICES, BUT ONLY THROUGH EFFECTIVE DATE OF TERMINATION, RIGHTS OF TITLE, CONFIDENTIALITY, PROTECTION OF EMPLOYEE ASSETS, SEVERABILITY, GOVERNING LAWS AND DISPUTES, ENTIRE AGREEMENT.

ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year below their respective names.


RCM Technologies

Authorized Signature


Name (Print)

Date

CUSTOMER



Authorized Signature



Name (Print)



Date

A.T. Entertainment

Where You Hear Your Music Your Way!

Email: atentertainmentmn@yahoo.com

Performance Contract

A.T. Entertainment acting as Agent/Representative on behalf of the entertainer agrees to provide the purchaser:

(Name) Duluth Central H.S.

with an A.T. Entertainment Personality, Sound and Light Show.

Performance Date 5-19-10

Performance Time Start: 6:00 End: 8:00

Performance Location Vista Floor

The agreement of A.T. Entertainment to provide the above described entertainment is subject to proven detention of sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond the control of the performer or A.T. Entertainment. It is further understood that the Entertainer executes the agreement as an independent contractor and is not an employee of the purchaser. It is also understood that the entertainer shall have the exclusive control over the means, method, and details of fulfilling their obligations under this contract except performance times, date, and location

Event Type: (ie. Wedding Reception, School Dance, Corporate Function, etc...) Senior Cruise

Performance Fee: (As Negotiated With A.T. Entertainment Staff) \$ \$225.00

How Much Of A Deposit Would You Like To Put Down (\$50 Minimum Required) \$ 0

Would You Like (Check If Desired): Karaoke \$100 Additional Fee (0), Projector \$50 Additional Fee (0)

Total Due Including Additional Fees \$ \$225.00 Balance Due After Paid Deposit \$ \$225.00

Terms: Deposit of \$50.00 is due when you return the signed contract. No contract date is officially booked until the deposit and signed contract are returned, **No Exceptions!** The deposit is non-refundable but is transferable to any other date dependent upon availability. Deposit applies to your total fee. _____ (read & initial)

Cancellations: This agreement is not cancelable within 14 days of the performance date. Cancellations must be in writing and received prior to the 14th day before the performance date or a \$50.00 cancellation fee will be charged. EF (read & initial)

Balance Due: Balance of fee is due **prior to start time of the performance** and is only payable to **A.T. Entertainment**, No Exceptions! **Only personal checks & cash accepted for payment if balance is paid the day of the event.** EF (read & initial)

Other Requirements: One Large 6-8 foot Banquet Style table and access to performance location at least 1 - 2 hours before start time of event. EF (read & initial)

I/We have read and fully understand and agree to all above conditions. This is a legal and binding contract.

Ester J. Wickham Date: 5-14-10
Purchaser's signature

[Signature] Date: 5/14/10
Entertainer's Signature

Purchaser's Address:

Entertainer's Address: 820 N. 41st Ave. W.
Duluth, MN 55807

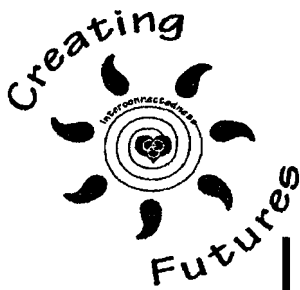
Phone number:

Phone Number: 218-391-5666

E-Mail Address:

E-Mail Address: atentertainmentmn@yahoo.com

Questions or Concerns Call Or Email: 218-391-5666 or atentertainmentmn@yahoo.com



Creating Futures[®]

Creating Futures with Individuals, Teams, Organizations & Communities

April 29, 2010

PROPOSAL for CONSULTATIVE SERVICES

Statement of Need:

The Safe Schools Healthy Students Grant is approaching the last months of its existence. During May and June, 2010 all grant initiatives need to be brought to closure. This new deadline for completion of all grant coordinated activities means that grant staff need additional assistance in completing all work.

Proposal for Consultant Services:

Creating Futures[®] proposes to provide consultative services including but not limited to: Design, development, and facilitation of Transition meetings to be held at the District level; Design of a survey to gain Partner support for the Sustainability & Action Plans created in collaboration with the 3 District Superintendents; Documentation of the process and results of all Sustainability Planning to be used in District and Work Group Packets; and finally, Writing a Summary of Sustainability and Transition Planning for the grant's Final Report.

Contract Provisions:

I am proposing a contract to assist Grant Staff in designing/implementing activities and completing reports to bring closure to this portion of the grant. *Creating Futures*[®] would have responsibilities in the areas of Transition Planning and the Completion of the Final Report.

Project Deliverables:

A. Transition Planning

1. Analysis of Network Strength Using Network Database
2. Design of Agenda and Process for Transition Superintendents Mtg.
3. Design of Agenda and Process for 3 District Transition Mtgs.

B. Documentation for Final Report

1. Work Group, District & Partner Packages
2. Final Sustainability Plan for SSHS final report
3. Summary of the Sustainability Process/Project

Creating Futures[®] agrees to be responsible for completion of these 6 items for a flat rate of \$7,500, within the June 30th, 2010 timeframe.

Barbara S. Burke, Consultant
Creating Futures[®] LLP

(signature)

4-29-10

(date)

Jodi Korzenowski, Grant Director
Safe Schools Healthy Students

(signature)

(date)

COMMERCIAL LEASE

DP&D Properties LLC, Landlord
ISD #709 (Duluth Public Schools), Tenant

SECTION 1) RECITALS

- 1.1 Landlord owns the building located at 6100 Waseca St., Duluth, Minnesota ("the Building").
- 1.2 Tenant desires to lease a portion of the Building for cold storage/warehousing purposes.
- 1.3 The parties desire to enter into this formal Lease Agreement ("the Lease") in order to establish all of the parameters of their relationship as Landlord and Tenant.
- 1.4 In consideration of the mutual covenants contained herein, the parties agree as follows.

SECTION 2) SUBJECT AND PURPOSE

- 2.1 Landlord hereby leases the space representing 10,000 sq. ft. shown on the drawing of the Building attached hereto as Exhibit A ("the Premises") to Tenant, for the purposes described above, subject to all the zoning ordinances, restrictions imposed by ordinance or otherwise, and general regulations of the City of Duluth and State of Minnesota.

SECTION 3) TERM

- 3.1 Landlord demises the Premises to Tenant for an initial term of one (1) month.
- 3.2 The Initial Term shall commence on June 1, 2010.

SECTION 4) RENT

- 4.1 Rentals during the term of the Lease shall be \$3,125.
- 4.2 Partial months shall be prorated.

SECTION 5) INITIAL IMPROVEMENTS – INTENTIONALLY DELETED

**SECTION 6)
ADDITIONAL ALTERATIONS, ADDITIONS AND IMPROVEMENTS –
INTENTIONALLY DELETED**

**SECTION 7)
MAINTENANCE, GENERAL UPKEEP AND CLEANING**

- 7.1 Tenant shall, at all times during the Lease and at its own cost and expense, be responsible for cleaning within the leased space and not the Landlord

**SECTION 8)
TAXES**

- 8.1 Landlord will pay all real estate taxes due and payable on the real property herein described as and when due.

**SECTION 9)
UTILITIES**

- 9.1 Landlord will be responsible for payment of utility charges relating to the Leased Premises.

**SECTION 10)
INSURANCE**

- 10.1 During the term of the Lease and for any further time that Tenant shall hold the Premises, Landlord shall obtain and maintain at his expense insurance against liability for bodily injury and property damage. Tenant shall keep its property insured against all perils. Tenant shall hold Landlord harmless from any damage to Tenant's property or personal injury occurring at the property.

**SECTION 11)
UNLAWFUL OR DANGEROUS ACTIVITY**

- 11.1 Tenant shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable or ultrahazardous business purpose, nor operate or conduct his business in a manner constituting a nuisance of any kind.

**SECTION 12)
INDEMNITY - INTENTIONALLY DELETED**

**SECTION 13)
DEFAULT OR BREACH**

- 13.1 If Tenant shall fail to pay Landlord any rent or additional rent when the rent shall become due and shall not make the payment within 20 days after notice thereof by Landlord to Tenant.

**SECTION 14)
EFFECT OF DEFAULT**

- 14.1 In the event of any default hereunder, as set forth in Section 13, the rights of Landlord shall be as follows:
- 14.2 Landlord shall have the right to cancel and terminate the Lease, as well as all of the right, title and interest of Tenant hereunder, by giving to Tenant notice of the cancellation and termination. On expiration of the time fixed in the notice, the Lease and the right, title and interest of Tenant hereunder, shall terminate in the same manner and with the same force and effect, except as to Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

**SECTION 15)
DESTRUCTION OF PREMISES**

- 15.1 In the event of a partial destruction of the Premises which substantially interferes with the operations of Tenant's business on the premises, Tenant shall have the right to terminate the Lease on ten (10) days' written notice unless Landlord has notified Tenant, in writing, within fifteen (15) days of the date of the partial destruction that Landlord is proceeding to make necessary repairs and that such necessary repairs can be, will be and are completed within ninety (90) days of the date of the loss. Tenant's business shall be deemed to be substantially interfered with in the event that the Premises partially destroyed include more than one-fourth of the area then under lease to and use by Tenant.

**SECTION 16)
CONDEMNATION - INTENTIONALLY DELETED**

**SECTION 17)
SUBORDINATION - INTENTIONALLY DELETED**

SECTION 18)
ACCESS TO PREMISES: SIGNS POSTED BY LANDLORD - INTENTIONALLY DELETED

SECTION 19)
EASEMENTS, AGREEMENTS OR ENCUMBRANCES - INTENTIONALLY DELETED

SECTION 20)
QUIET ENJOYMENT

- 20.1 Landlord warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Landlord if Tenant pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Tenant.
- 20.2 Tenant shall have limited access to the premises and will provide to Landlord names of three holders of the keys to the premises at the time of lease execution. Additionally, Tenant will notify property manager when trucks will be using loading docks and cooperate with other building tenant's need to access the loading docks. Landlord contacts are:
Paul Johnson 218-348-5159
Dale Johnson 218-348-2394
Dave Fulda 218-348-2249

SECTION 21)
LIABILITY OF LANDLORD

- 21.1 Tenant shall be in exclusive control and possession of the Premises, and Landlord shall not be liable for any injury or damages to any property or to any person on or about the Premises nor for any injury or damage to any property of Tenant.

SECTION 22)
RENT ABATEMENT - INTENTIONALLY DELETED

SECTION 23)
WAIVERS - INTENTIONALLY DELETED

SECTION 24)
NOTICE

- 24.1 All notices to be given with respect to the Lease shall be in writing.
- 24.2 Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

24.3 Notice address for tenant:
ISD #709
Attn: Pat Devlin
215 N. 1st Avenue East
Duluth, MN 55802

24.4 Notice address for landlord:
DP&D Properties LLC
4961 Greystone St.
Hermantown, MN 55811

**SECTION 25)
ARBITRATION - INTENTIONALLY DELETED**

**SECTION 26)
ASSIGNMENT, MORTGAGE OR SUBLEASE - INTENTIONALLY DELETED**

**SECTION 27)
SURRENDER OF POSSESSION**

27.1 Tenant shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the Premises to Landlord in a broom clean condition.

**SECTION 28)
REMEDIES OF LANDLORD - INTENTIONALLY DELETED**

**SECTION 29)
TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS**

29.1 The Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

29.2 The Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns of both parties.

**SECTION 30)
MISCELLANEOUS**

30.1 The Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

30.2 Time is of the essence in all provisions of the Lease.

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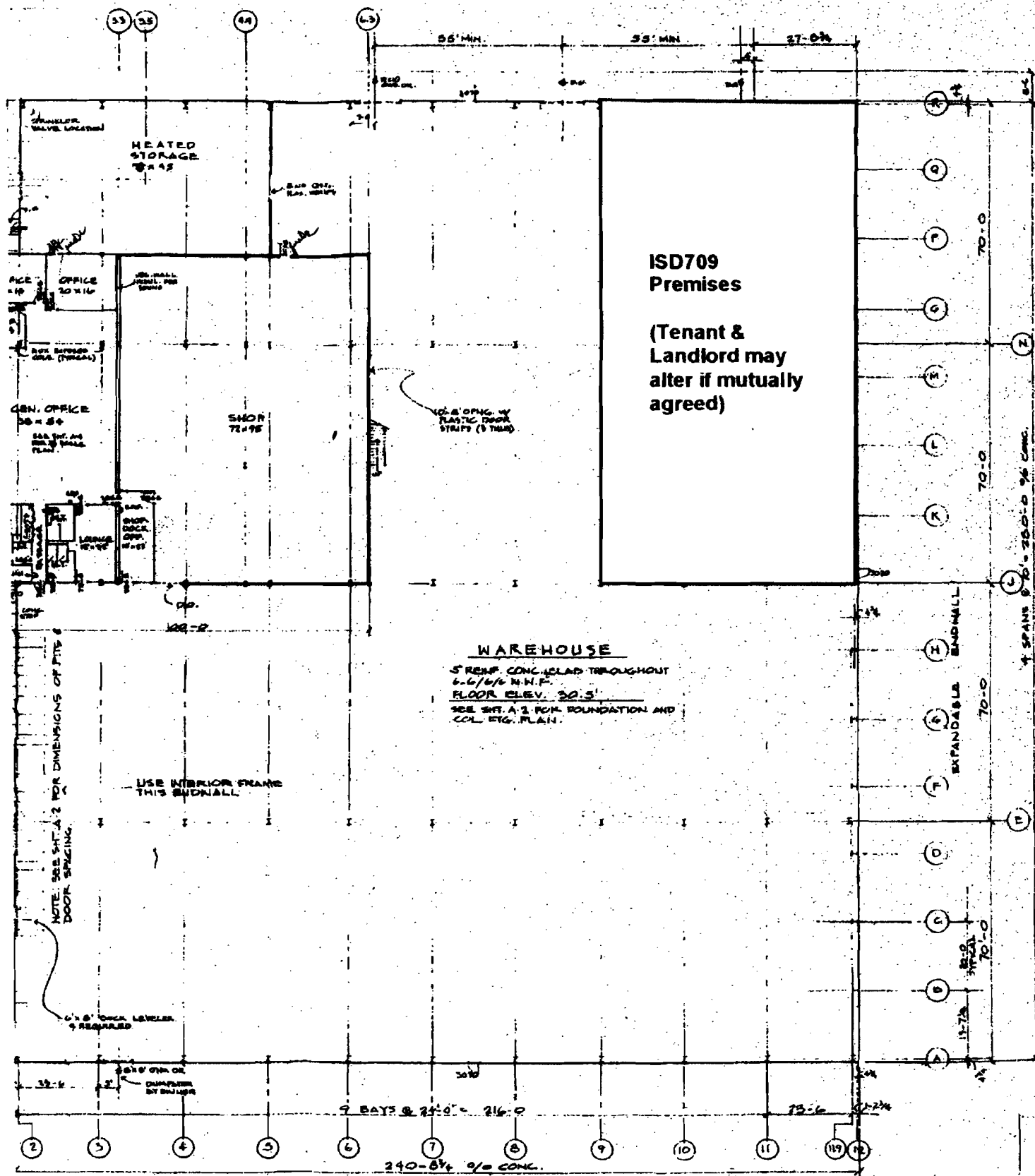
IN WITNESS WHEREOF, the parties have executed the Lease at Duluth, Minnesota, the day and year first above written.

Tenant:

Landlord:

By W. Hansen
Its CFO

By Dale M. Johnson
Its CEO



AN - LOWER LEVEL → 1/4" = 1'-0"

**Additional Analyses Requests
Duluth Public Schools
Early Reading First grant
October 1, 2009 through September 30, 2010**

Christa J. Treichel, Ph.D., Cooperative Ventures

<u>Evaluation Deliverables</u>	<u>Cost</u>
•PALS 08-09 ethnicity analysis and reports	\$100.00
•IGDI 09-10 data entry, analysis, and reports	\$500.00
•IGDI ethnicity analyses for Years 1-3, reports	\$1,350.00
•Attendance analyses and reports	\$750.00
Total	\$2,700.00

W. H. H. H. H. H.
5/28/10

LEASE AGREEMENT

ARTICLE 1 - PARTIES

1. This AGREEMENT, made and entered into this 9th day of March, 2010, by and between the **CITY OF DULUTH**, hereinafter known as the "**CITY**" and **INDEPENDENT SCHOOL DISTRICT # 709** hereinafter known as **SCHOOL**.
- 1.1 In consideration of the mutual covenants contained herein, both parties agree as follows.

ARTICLE 2 - LEASED PREMISES

2. The term "Leased Premises" shall mean exclusive use of Rooms 107, 110, 114, and 116, and occasional, scheduled use of rooms 106 and 106A of the Washington Recreation Center located at 310 North First Avenue West, Duluth, Minnesota.
- 2.1 **SCHOOL'S** use of the Leased Premises shall be limited to its educational program for parenting and child development, and related activities as described on Exhibit A attached to this agreement and made a part hereof.

ARTICLE 3 - TERM OF AGREEMENT

3. The initial term of this Agreement shall commence on March 9, 2010 and expire on August 31, 2010. Thereafter, use of the Premises shall be for the yearly period on September 1 through August 31 of each year of this Agreement. This Agreement shall automatically renew for up to three (3) additional one year periods, unless terminated by either party as provided in Article 11. Unless otherwise terminated as provided in Article 11, this Agreement will terminate on August 31, 2013.
- 3.1 Rent for the Leased Premises shall be as follows:
 - A. For the Leased Premises, Eight Thousand Four Hundred Dollars (\$8,400.00) per year. All rent shall be due and payable in full on or September 1 of each year or in twelve (12) equal monthly installments of Seven Hundred Dollars (\$700.00) due and payable on or before the first day of each month. If this lease begins at a time other than the beginning of any month or ends at a time other than the end of the month, said rent shall be prorated accordingly. Rent proceeds to be deposited in Fund 110-121-1217-2120-4622.
 - B. EXCEPT for the Leased Premises, if **SCHOOL** requires or desires exclusive use of other rooms, facilities, or space(s) within the Washington Center facility, **SCHOOL** shall request the use of said rooms, facilities, or space(s)

through the CITY or designee assigned to Washington Center. Use of any Non-Leased rooms, facilities, or space(s) shall be in accordance with the then current established CITY rental policies and SCHOOL shall pay the current rental fees, if applicable. SCHOOL is not guaranteed priority of its requests. All rent proceeds for the use of the Non-Leased rooms, facilities, or space(s) shall be deposited in Special League Fund 210-030-3190-4644.

- 3.2 One parking space will be assigned to SCHOOL (when they occupy the Leased Premises) for its exclusive use as part of this agreement. Any additional parking spaces required must be negotiated with the Art Space Organization, which would include a fee separate from this agreement for renting any additional parking spaces.

ARTICLE 4 - OPERATION AND MAINTENANCE

4. SCHOOL shall maintain the Leased Premises in a safe and clean manner at all times. In the exclusive use Leased Premises, SCHOOL shall remove all litter or other waste and properly dispose of same into the proper disposal containers provided within the Washington Center. SCHOOL shall be responsible for the cleaning of interior windows of the Leased Premises.
- 4.1 SCHOOL shall keep and maintain the Leased Premises during the term of this lease in good order and condition and state of repair, normal wear and tear excepted.
- 4.2 SCHOOL shall be responsible for maintaining all SCHOOL equipment in a safe and properly maintained manner at SCHOOL expense and shall prohibit the use of any equipment not determined to be safe and properly maintained.
- 4.3 SCHOOL shall be responsible for any losses or damages caused by SCHOOL, or its employees, agents or program participants, to the Leased Premises or to any City equipment.
- 4.4 SCHOOL shall not make structural changes to the Leased Premises with the exception of the installation of necessary telephone and internet service.
- 4.5 SCHOOL agrees and understands that except for the Leased Premises, Washington Center is a public facility and accordingly SCHOOL will limit its program activities to the Leased Premises only and shall allow the general public the use of all Non-Leased Premises except when SCHOOL has reserved the Non-Leased Premises for its exclusive use.
- 4.6 CITY shall prevail in any disputes arising out of the use or scheduling of the Non-Leased Premises and SCHOOL is not guaranteed a minimum number of hours or

usage times of the Non-Leased Premises. CITY does not guarantee the availability of the Non-Leased Premises for requested exclusive use.

- 4.7 SCHOOL shall maintain a current schedule of user or instructional fees and activities for SCHOOL programs and provide a current copy to the CITY or designee at the Washington Center.

ARTICLE 5 - LIMITS OF USE

5. SCHOOL agrees that the Leased Premises shall be used only for the program related activities and that any other activities not approved by the CITY shall be grounds for immediate termination of this Agreement.
- 5.1. SCHOOL is taking the Leased Premises "as is", in its present physical condition, without representations or warranties of any kind.

ARTICLE 6 - FACILITY SECURITY AND SUPERVISION

- 6.1 SCHOOL agrees that during its programming it shall provide supervision of its program participants whether such programming occurs in the Leased Premises or other Non-Leased Premises within Washington Center, by an adult SCHOOL representative competently trained as appropriate for the activity. Such persons shall be responsible to the SCHOOL.
- 6.2 SCHOOL shall have two key holders, who shall be assigned keys from CITY, one of which shall be present during all SCHOOL programming.
- 6.3 CITY, at its discretion, may also provide supervision of the Non-Leased Premises, but it does not guarantee the availability of such supervision. CITY shall prevail in any conflicts arising during the supervision of the Non-Leased Premises.
- 6.4 SCHOOL shall follow all established policies and procedures regarding safe and supervised building usage and security, including but not limited to securing exterior doors after hours, and monitoring SCHOOL'S participants in the shared hallways and bathroom spaces, and immediately report any concerns to the CITY or designee assigned to the Washington Center.

ARTICLE 7 - LANDLORD TENANT RELATIONSHIP

7. It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners, joint venture or joint enterprise between the parties hereto or of constituting SCHOOL as an agent, representative, employee, or independent contractor of the City for any purpose or

in any manner whatsoever and any such claimed status is expressly waived by SCHOOL. SCHOOL'S employees shall not be considered employees of the CITY, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of SCHOOL while so engaged and any and all claims whatsoever on behalf of SCHOOL arising out of employment or alleged employment, including without limitation, claims of discrimination against the CITY, or its officers, agents, contractors or employees shall in no way be the responsibility of the CITY. SCHOOL and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay.

ARTICLE 8 - INSURANCE

8. SCHOOL shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.

- (1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
- (2) Comprehensive General Liability Insurance in an amount not less than **\$1,500,000** Single Limit. Such coverage shall include all SCHOOL activities occurring on or within the WASHINGTON CENTER PREMISES whether said activities are performed by employees or agents under contract to SCHOOL.

- 8.1 The CITY shall be named as Additional Insured under the Comprehensive General Liability policy. SCHOOL shall provide Certificates of Insurance evidencing the required coverage with 30-days notice of cancellation, non-renewal or material change provisions included. CITY does not represent or guarantee that these types or limits of coverage are adequate to protect the SCHOOL'S interests and liabilities. The certificates of insurance provided shall contain an unconditional requirement that the insurer notify the CITY without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to CITY will render any such change or changes in said policy or coverages ineffective as against the CITY. **The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.** Certificates showing that SCHOOL is carrying the above described insurance in the specified amounts shall be furnished to the CITY prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the CITY during the term of this Agreement.

- 8.2 The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect SCHOOL, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by SCHOOL, its employees, agents and representatives in the negligent performance of its activities covered by this Agreement.
- 8.3 City officials are granted the authority to refuse to execute this Agreement upon default by SCHOOL of the requirements of this article.

ARTICLE 9 - HOLD HARMLESS

9. SCHOOL agrees to defend, indemnify, and hold harmless the CITY from any and all claims, suits, liability, judgment costs, damages and expenses which may accrue against or be charged or may be recovered from CITY by reason of or account of any personal injury or property damage arising from SCHOOL'S use or occupancy of the Washington Center Premises. Upon ten (10) days' written notice, SCHOOL will appear and defend all claims and lawsuits against City growing out of any such injury or damage. CITY shall not be responsible to SCHOOL for any injury or damage resulting from any defect in the Premises.

ARTICLE 10 - COMPLIANCE WITH LAWS

10. SCHOOL shall make its programs available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Premises.
- 10.1 SCHOOL shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Washington Center Premises.
- 10.2 SCHOOL agrees to procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.
- 10.3 SCHOOL agrees to conduct its programming on the Washington Center Premises in strict compliance with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

ARTICLE 11 - TERMINATION OF AGREEMENT

11. This Agreement may be terminated by either party, and without cause, by serving thirty (30) days' written notice upon the other. Any such notice to be given to the CITY shall be addressed to the Parks and Recreation Division, 12 East Fourth

Street., Duluth, Minnesota 55805, and any such notice to be given to SCHOOL shall be directed to the Director of ECFE, ISD 709, 215 North 1st Ave East, Duluth, Minnesota 55802. Upon termination, SCHOOL shall remove all of its equipment not later than the expiration of the notice period and any such equipment remaining after this period shall become the property of the CITY.

- 11.1 Upon termination of this Agreement, SCHOOL agrees to surrender possession of said Leased Premises to CITY in as good condition and state of repair as said Leased Premises were in at the time SCHOOL took possession, reasonable wear and tear, and acts of God excepted. SCHOOL shall also surrender all keys.

ARTICLE 12 - GENERAL PROVISIONS

12. Prior to execution of this Agreement by the CITY, SCHOOL shall provide evidence that it is an entity legally capable of entering into obligations of a contract and currently in good standing with the Minnesota Secretary of State. CITY officials are granted the authority to refuse to execute this Agreement upon default by SCHOOL of the requirements of this paragraph.
- 12.1 The Washington Center Premises is a multi-use area requiring the cooperation of all users. This cooperation includes ingress and egress, amenities, and related improvements. SCHOOL acknowledges that the CITY shall ultimately determine the appropriate use of the site and/or improvements and shall prevail in any disputes between user groups.
- 12.2 SCHOOL shall, with advance notice, allow the CITY to enter the Leased Premises area. In case of emergency, prior notice is not required. SCHOOL shall not change locks or otherwise prohibit or inhibit CITY access to any portion of the building. CITY shall be exclusively responsible for the upkeep of all door locking devices and the duplication and distribution of keys. SCHOOL is prohibited from duplicating any building key. Keys shall be distributed only to those individuals as may be designated by CITY or SCHOOL.
- 12.3 That in case the structures on said Washington Center Premises shall, without any fault or neglect on the part of SCHOOL or of its servants or employees, be destroyed, or be so injured by the elements or any cause as to be untenable and unfit for occupancy, then the liability of SCHOOL for the rent of said Leased Premises thereafter, and all right to the possession thereof, shall at once cease.
- 12.4 SCHOOL agrees that it will not sublet the Leased Premises, or any part thereof, and will not assign this lease or any interest therein, nor permit such lease to become transferred by operation of law or otherwise, and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part.

- 12.5 The rights of SCHOOL to occupy, use, and maintain the Leased Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.
- 12.6 The waiver by the CITY or SCHOOL of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.
- 12.7 The provisions of this AGREEMENT shall be deemed severable. If any part of this agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of this Agreement unless the part or parts which are void or otherwise invalid shall substantially impair the value of the entire agreement with respect to either party.
- 12.8 This AGREEMENT is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.
- 12.9 Notice to CITY provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to Parks and Recreation Division, 12 East Fourth Street, Duluth, Minnesota 55805. Notices to SCHOOL, if sent by the regular United States mail, postage prepaid, addressed to Director of ECFE, 215 North 1st Avenue East, Duluth, Minnesota, 55802 or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

ARTICLE 13 - AUTHORITY TO EXECUTE AGREEMENT

13. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on their behalf will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

ARTICLE 14 - FINAL AGREEMENT

14. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. This Agreement shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties or stipulations, either oral or written, not herein

contained. No amendments to this Agreement shall be binding unless such amendment is in writing and executed with the same formality and approvals as this Agreement.

CITY OF DULUTH

By _____
Mayor

**INDEPENDENT SCHOOL
DISTRICT # 709**

By Marilyn Larson
Early Childhood Family
Education Director

Printed Name MARILYN LARSON

ATTEST:

City Clerk

and

Bill Hanson
School District CFO

Printed Name BILL HANSON

COUNTERSIGNED:

City Auditor

City Property Manager

APPROVED AS TO FORM:

City Attorney

Parks Division Manager

Duluth Public Schools Early Childhood Family Education Program

ECFE is a state-funded program that has been operational in most school districts in the state since 1985. Its purpose is to provide education and support to young families as they meet the developmental needs of their children ages birth to age 3 in particular. Parents attend programs throughout the city once a week, usually in 1.5 or 2-hour sessions, with their children. Early childhood teachers offer classroom settings that are arranged so that children can explore, learn and play with age-mates. Parent Educators facilitate parent sessions where new ideas and research are presented, and parents have the opportunity to learn with and from each other. When parents have concerns or questions regarding their child, they are able to meet with either the early childhood teacher or the parent educator privately. This results in children getting extra help in the form of special education if they need it early on.

The central hillside site (Washington Center) enables parents who live in that area to attend in their neighborhood. If they do not drive, some will be able to walk; others will be provided transportation by taxi to attend.

ECFE is part of Duluth Public Schools, and all teachers are licensed by the state of Minnesota. The program itself is highly sought after by families, and there are always waiting lists at all sights. In addition to weekly parent-child sessions, parent educators work at both hospitals two or three times a week to bring information and support to families with newborns. Parent educators also meet with parents at NERCC, at Safe Haven, and at childcare centers in the city.

For questions, please call Duluth Public Schools, at 218-336-8815.

AGREEMENT

THIS AGREEMENT made and entered into this twenty-sixth day of May, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Chang'aa Mweti 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 July 1, 2010, and shall remain in effect until June 30, 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. Contractor shall provide the following services:

Classroom presentations, staff development, multicultural fairs, cultural center events, predetermined community presentations scheduled and coordinated with the African American Cultural Center staff.

- Using the power of narratives, students, teachers and the community will be exposed to different cultural perspectives and people of different ethnicities.
- The students, teachers and the community will be exposed to different cultures through storytelling at negotiated events.
- Themes covered will include: Bullying, Respect, Leadership, Cultural understanding, Responsibility, Being a role model, Being in transition, Building skills toward being a middle schooler.
- Teaching using story telling methodology will be a staff development instructional presentation.

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 \$9,600.00. 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 ~~55-1412368~~

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Contractor will submit an invoice to the Office of Education Equity monthly for Payment. Payment will be made in the amount of \$150.00 per hour. Maximum billable time per event is equal to Student / presentation time of six hours in any given day this contract will exclude preparation and travel time.

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 Education Equity, 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 Chang'aa Mweti, Ph.D., 1376 Highland Village #24, Duluth, Mn 55811 (phone:218-355-8113).

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
date

Director of Business Service
5/28/10
date

 5/27/10
Contractor

INDEPENDENT SCHOOL DISTRICT NO. 709

MEMORANDUM OF AGREEMENT, made this **22nd day of April 2010**, between Independent School District No. 709, a public corporation, in the State of Minnesota, party of the first part, hereinafter called "ISD 709," and **Quality Lawn Care**, party of the second part, hereinafter called "Contractor".

WITNESSETH, that the said Contractor, in consideration of the covenants and agreements herein mutually entered into and under the conditions and penalties provided in the specifications hereto annexed, which specifications form an integral part of this contract does for itself and for its successors, assigns, executors and administrators covenant, promise and agree to and with ISD 709 that Contractor shall and will at its own proper cost and expense and according to the best of its art and ability, do and perform all the work and furnish all materials (except only where otherwise especially provided herein to the contrary) which may be required in building and completing the specified work: **To perform all work as specified in Quote #4033, District-Wide 2010 Lawn Care Services for the period from April 25, 2010 through May 30, 2010. Sites awarded are: Congdon Park, Grant, Laura MacArthur, and Nettleton Elementary School, Central High School, Central Trails, East High School, Historic Old Central High School (HOCHS), and the Transportation Center . The weekly service**

fee based on one (1) mowing per awarded site as listed above is \$1,409.00, and the total contract award amount is estimated to be \$8,454.00. Total contract award amount to be determined through execution of this contract based upon actual work performed. As stated above, and together with all other words connected therewith or necessary thereto, in accordance with the specifications herein contained and in accordance with the plans and directions made and to be made from time to time as the work proceeds, said plans and directions to form a part of this contract.

AUDIT:

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

CONSIDERATION:

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

CONTRACT DOCUMENTS:

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

1. Printed Memoranda of Agreement and Title Sheet
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation.
3. Contractor's Insurance Policy.
4. Supplementary Conditions and Insurance Requirements.

IN WITNESS WHEREOF, Independent School District No. 709 has caused these presents to be signed by the Director of Business Services and said Contractor shall hereunto set his/her hand the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____

William Hanson, Director of Business Services

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____

INDEPENDENT SCHOOL DISTRICT NO. 709

MEMORANDUM OF AGREEMENT, made this **22nd day of April 2010**, between Independent School District No. 709, a public corporation, in the State of Minnesota, party of the first part, hereinafter called "ISD 709," and **Bee Dee Enterprises**, party of the second part, hereinafter called "Contractor".

WITNESSETH, that the said Contractor, in consideration of the covenants and agreements herein mutually entered into and under the conditions and penalties provided in the specifications hereto annexed, which specifications form an integral part of this contract does for itself and for its successors, assigns, executors and administrators covenant, promise and agree to and with ISD 709 that Contractor shall and will at its own proper cost and expense and according to the best of its art and ability, do and perform all the work and furnish all materials (except only where otherwise especially provided herein to the contrary) which may be required in building and completing the specified work: **To perform all work as specified in Quote #4033, District-Wide 2010 Lawn Care Services for the period from April 25, 2010 through September 11, 2010. The contract will be renewable for one (1) additional one-year period (growing season), subject to the agreement of both parties. The Consumer Price Index, Midwest Urban Region, shall be the sole basis for increases or decreases in**

the renewal year based on the prior twelve month average. Sites awarded are: Homecroft, Lakewood, Lester Park, Lincoln Park, Lowell, Rockridge and Stowe Elementary School, and Morgan Park and Woodland Middle School. The weekly service fee based on one (1) mowing per awarded site as listed above is \$649.50, and the total contract award amount is estimated to be \$12,990.00. Total contract award amount to be determined through execution of this contract based upon actual work performed. As stated above, and together with all other words connected therewith or necessary thereto, in accordance with the specifications herein contained and in accordance with the plans and directions made and to be made from time to time as the work proceeds, said plans and directions to form a part of this contract.

AUDIT:

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

CONSIDERATION:

ISD 709, in consideration of the due and faithful performance of the covenants and agreements referred to herein and in the specifications promises and agrees that the contract price submitted to ISD 709 in Contractor's quote shall be paid to said Contractor, in full for all claims and demands, and in the manner

herein provided and subject to all specified and legal conditions, forfeitures and deductions.

CONTRACT DOCUMENTS:

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

1. Printed Memoranda of Agreement and Title Sheet
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation.
3. Contractor's Insurance Policy.
4. Supplementary Conditions and Insurance Requirements.

IN WITNESS WHEREOF, Independent School District No. 709 has caused these presents to be signed by the Director of Business Services and said Contractor shall hereunto set his/her hand the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____

William Hanson, Director of Business Services

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____