

# **DECC**

## **DULUTH ENTERTAINMENT CONVENTION CENTER RENTAL AGREEMENT**

*THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY*

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

Organization/Company Name: **Duluth Public Schools**  
(hereinafter referred to as the "Permittee")

Address: **ALC, 215 N. 1st Avenue E, Duluth, MN, 55802**

Telephone: **218-336-8756, extension 1164**

Contact Name: **William Crandall**

For the Sole Purpose of: **ALC/Unity Graduation**

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

**June 5, 2012 (Tuesday)**

**French River Room**

**Lake Superior Ballroom (Sections J & K)**

**Room (for riser storage -- no charge)**

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

**\$1,785.00 (One Thousand Seven Hundred Eighty Five Dollars and no cents)**

**Plus the following:**

**Additional Microphone: \$27.00**

**DECC Screen/AV Cart: \$44.00**

**DECC Upright Piano: \$100.00, plus tuning at current rate**

**DECC Parking Passes: \$5.00 each, or current rate**

**Equipment List and Audio-Visual - (Effective 1/2012) or current rates**

**Catering and/or Exhibit Arrangements by Separate Agreement**

2. ~~A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.

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

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

*Dated this 31st day of August, 2011*

DULUTH ENTERTAINMENT CONVENTION CENTER

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

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

*WCHanson*  
\_\_\_\_\_  
Permittee Signature

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

*9/7/11*  
\_\_\_\_\_  
Date

Rev 12/08



## 2012 Equipment and Services

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

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

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

## **PARKING LOT USE AGREEMENT**

**THIS AGREEMENT made as of the 8th day of September, 2011, by and between The Duluth Congregational Church, Minnesota, 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 Fourty (40) parking spaces in the parking lot located at 3833 East Superior St.**

**2. The term of the Agreement shall be from September 9, 2011 until November 11, 2011 or until terminated by either party upon 60 days written notice.**

**3. As and for payment for the above described shared use, District agrees to pay the Church a reimbursement of the cost of operating and maintenance of the parking lot which cost is agreed to equal the sum of ONE HUNDRED SIXTY DOLLARS (\$160.00) per month.**

**4. Church warrants that it has good title to the above described premises and has the right to enter into this joint use agreement, and that so long as District is not in default under this Agreement, the District will be entitled to quiet and peaceful enjoyment of the parking lot premises and shall not be disturbed or interfered with by Church or by any person claiming by, through or under the Church.**

**5. 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 of cost described herein above.**

**6. 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.**

**7. 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.**

**8. The use of said parking lot shall be for the shared use of the Church and District from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Lease. At other hours and times, the Church shall be entitled to the exclusive use of said premises.**

**9. The use of said parking lot shall be designated for the exclusive use of the Church on occasion during the period of 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement for the purposes of conducting funerals or other special events by the Church providing at least 24 hour advance notice to the District (East High School Principal).**

**Parking Lot Use Agreement Between**

**The Duluth Congregational Church and Independent School District No. 709**

10. The District agrees that during the term of this Agreement it will provide labor to monitor, pick up and dispose of refuse left in the lot by the District's users during the period from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement.

11. The District agrees to manage the use of the Church Parking Lot by the District's students and/or other users authorized by the District, 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.

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

CHURCH:

THE DULUTH CONGREGATIONAL CHURCH

BY: Carol Thibault

Carol Thibault, Church Moderator

DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 709

BY: William C. Hanson

William C. Hanson

Director of Business Services

**CONTRACT FOR "IN SCHOOL" NURSING SERVICES  
PERTAINING TO ADDISON H. #200-31**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by **BAYADA NURSES INC.** (hereinafter referred to as **BAYADA NURSES INC.** and **DULUTH SCHOOL DISTRICT** (hereinafter referred to as **SCHOOL**).

**BAYADA NURSES INC.** is a home health care agency, engaged in the business of providing professional nursing services and **SCHOOL** has identified a need for in-school nursing care of its student, **ADDISON H. #200-31**, (hereinafter referred to as **#200-31**).

WHEREAS, it is the desire of both parties to make provision for on site, daily nursing care for **#200-31**, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA NURSES INC.** and **SCHOOL** agree to the terms and conditions outlined herein:

**I. RESPONSIBILITIES OF BAYADA NURSES INC.**

- A. Qualifications of Personnel. The Nurse supplied by **BAYADA NURSES INC.** will be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will hold a current license, registration or certification to practice in the State of MN, and will provide services pursuant to the applicable state laws.
- B. Personnel Records Inspection. **BAYADA NURSES INC.** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurses who are caring for **#200-31**. The contents of such file must include:
1. Verification of current licensure or certification as applicable; and
  2. Completed application for employment or resume; and
  3. Verified references; and
  4. Evidence of annual performance evaluation; and
  5. A criminal record check, conducted upon hire, if required by state law; and
  6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
- C. Service. **BAYADA NURSES INC.** will provide and RN or LPN to care for **#200-31** each day that he/she attends **SCHOOL**. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided include, escorting **#200-31** to and from **SCHOOL** on the **SCHOOL** bus and providing care to **#200-31** during the **SCHOOL** day. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA NURSES INC.** with a schedule of the **SCHOOL** calendar including all scheduled days off.

- D. Place of Performance. **BAYADA NURSES INC.** will provide services primarily at East High School, 301 North 40<sup>th</sup> Avenue East, Duluth, MN55804 or other specified location where **#200-31** will be during the **SCHOOL** day. **SCHOOL** acknowledges and understands that **BAYADA NURSES INC.** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.
- E. Insurance.
1. **BAYADA NURSES INC.** will maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA NURSES INC.** employees, which may give rise to liability under this Agreement.
  2. **BAYADA NURSES INC.** will maintain Worker's Compensation insurance for its employees providing services to **#200-31**.
- F. Indemnification. **BAYADA NURSES INC.** agrees to indemnify and hold harmless **SCHOOL** from all bodily injury and/or property damage claims arising out of the sole negligence of **BAYADA NURSES INC.**, acting through its directors, agents, and employees.
- G. Payment of Personnel. **BAYADA NURSES INC.**, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Worker's Compensation, Social Security, employment and other insurance requirements for its personnel.

## II. RESPONSIBILITIES OF SCHOOL

- A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA NURSES INC.** for services rendered pursuant to this Agreement. Section III hereunder will govern billing terms and compensation.
- B. Insurance.
1. **SCHOOL** will maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel, which may give, rise to liability under this Agreement.
  2. **SCHOOL** will maintain, at its sole expense, Worker's Compensation insurance for its employees.
- C. Indemnification. **SCHOOL** agrees to indemnify and hold harmless **BAYADA NURSES INC.** from all bodily injury and/or property damage claims arising from any act or omission of **SCHOOL**, acting through its directors, agents, employees or other personnel.



- D. Employment Status. SCHOOL understands and agrees that RN/LPN are employees of **BAYADA NURSES INC.** and SCHOOL will not attempt to solicit the RN/LPN to work privately for SCHOOL, without written authorization from **BAYADA NURSES INC.**, during the term of this Agreement and for one (1) year following its termination or expiration. SCHOOL recognizes the recruiting, training and retention expenses that **BAYADA NURSES INC.** encounters as an employer and acknowledges that **BAYADA NURSES INC.** is not a placement or referral service. Should SCHOOL desire to hire one of **BAYADA NURSES INC.** employees, SCHOOL agrees to provide **BAYADA NURSES INC.** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$5,000.00 whichever is greater. This fee will apply to any **BAYADA NURSES INC.** employee SCHOOL wishes to hire.
- E. Compliance Program. **BAYADA NURSES INC.** values honesty and confidentiality in all business interactions. In order to assure adherence to these values, **BAYADA NURSES INC.** maintains a corporate compliance program, designed to detect and prevent illegal and unethical activities, including breaches of confidentiality. SCHOOL agrees to abide by this program, and understands its obligation to report questionable activities involving **BAYADA NURSES INC.** employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

### III. BILLING AND COMPENSATION

- A. SCHOOL agrees to compensate **BAYADA NURSES INC.** at a rate of \$45.00/hour for RN services or \$35.00/hour for LPN services provided under this Agreement. Approved for 20 hours/18 weeks. SCHOOL will also pay for all time the **BAYADA NURSES INC.** employee spends on the bus or otherwise transporting the client to and from SCHOOL.
- B. **BAYADA NURSES INC.** will forward to SCHOOL an itemized bill on a weekly basis. Each weekly bill will itemize the name of the **BAYADA NURSES INC.** employee providing care, the date of service, the type and length of service provided.
- C. SCHOOL agrees to pay submitted bills within thirty (30) days of receipt. Any bill not paid within the thirty (30) day period will be considered delinquent. **BAYADA NURSES INC.** may charge interest, at a rate of 1¼% each month (15% per year) on all delinquent accounts. **BAYADA NURSES INC.** will also pursue collection remedies in an attempt to resolve a delinquent account. SCHOOL agrees to reimburse **BAYADA NURSES INC.** for all collection costs, including attorney's fees and expenses.

### IV. ADDITIONAL TERMS

- A. Term and Termination.  
This Agreement will come into effect beginning on September 8, 2011 and will remain in effect through June 7, 2012. Either party may terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other party.

- B. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of New Jersey.
- C. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- D. Assignment. This Agreement may not be assigned by either party, in whole or in part.
- E. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- F. Notices. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address stated below. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA NURSES INC.** and **SCHOOL**, there are no prior written or oral promises or representations incorporated herein. This Agreement may be executed in any number of Amendments or counterparts, each which will be given full effect under this Agreement.

DATE: \_\_\_\_\_

DATE: 9/12/11

BY: \_\_\_\_\_

BY: W. C. Hanson

Lisa Fowler, Division Director  
 Signing with Authority for  
**BAYADA NURSES**  
 10400 Yellow Circle Drive, Ste 401  
 Minnetonka, MN 55343

Signing with Authority  
**DULUTH SCHOOL DISTRICT**  
 215 N. 1<sup>st</sup> Avenue E  
 Duluth, MN 55802

Drafted: September 12, 2011  
 By Bayada Nurses, Inc.

**Contract for Services  
Agreement between Accurate Home Care LLC  
and  
ISD # 709 - Duluth School District**

This agreement is between *Accurate Home Care, 19021 Freeport Street, Suite 400, Elk River, MN 55330, Contractor*, and *ISD #709 – Duluth School District, 215 N. 1<sup>st</sup> Avenue East, Duluth, MN 55802.*

**Scope of Service**

Accurate Home Care shall provide the services described in attached addendum 1 to Addison H.

Accurate Home Care shall hold appropriate licensure for provision of services.

Describe licensure or qualifications of the agency staff if applicable:

*Check all that apply below*

- District requires a current copy of license for individuals providing services
- Services are consultative with special education staff.
- Accurate Home Care shall provide a copy of Criminal Background Report for individuals providing services to students in ISD #709.

**Site of Service**

Services to be provided at East High School, 301 North 40<sup>th</sup> Avenue East, Duluth, MN 55804.

**Payment**

The cost of services shall be as set forth in Addendum 1. Accurate Home Care shall submit an invoice to the district for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Laura Fredrickson, Director  
Special Services Department  
Duluth Public Schools  
215 North First Avenue East  
Duluth, MN 55802

**Contract for Services  
Addendum 1  
Agreement between Accurate Home Care LLC  
And  
ISD #709 – Duluth School District**

This agreement is between *Accurate Home Care, 19021 Freeport Street, Suite 400, Elk River, MN 55330, Contractor*, and ISD #709 – Duluth School District, 215 N. 1<sup>st</sup> Avenue East, Duluth, MN 55802.

**Services**

Accurate Home Care will provide nursing services to Addison H.

Accurate Home Care will provide proof of negative tuberculosis screening upon request.

Accurate Home Care will complete any clinical documentation of cares delivered as required by the School District and consistent with nursing standards.

Accurate Home Care will orient nursing staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and client nursing care plan.

The School District will schedule and furnish Accurate Home Care nursing staff with appropriate orientation for the school setting.

The School District will notify provider in a timely manner of any changes in the time schedule of hours of service.

The School District will provide a nursing care plan developed in conjunction with the family, school personnel, and other health care professionals under the direction of the client's physician.

The School District will furnish Accurate Home Care with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Accurate Home Care with any relevant school policies.

**Fees**

\$60/hour with 25% discount at \$45/hour for RN Services

\$45/hour with 22% discount at \$35/hour for LPN Services

Approved for 20 hours/18 weeks and Includes transport time to and from school

## **Term**

The contract is effective upon signature of both parties, and shall remain in effect until the end of the school year unless otherwise agreed. Contracts which are continuing shall be renewed annually. Either party may terminate this Agreement with or without cause upon thirty (30) days advance written notice to the other party.

## **Cancellation Clause**

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice of to Accurate Home Care.

## **Independent Contractor**

For the purposes of this agreement Accurate Home Care is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find Accurate Home Care, it's employees, agents or representatives to be employees of agents of the District. The district will make no deductions for federal Income Tax, FICA, or state Income Tax.

## **Hold Harmless**

Accurate Home Care shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, it's officials, employees, or agents may sustain arising from any act or omission of Accurate Home Care in the execution performance or failure to adequately perform Accurate Home Care's obligations under this agreement.

## **Insurance**

Accurate Home Care shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. **Workers Compensation**
  - A. **Statutory State Coverage**
  - B. **Employee Liability Coverage with the following limits:**

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$500,000 each Policy Limit
  
2. **General Liability Insurance**
  - A. **Commercial Liability Policy – Occurrence (Form CG 00 01 98 or It's equivalent)**

Combined single Limit:	\$1,000,000
Personal Injury Liability:	\$1,000,000
Products Completed Operations	\$1,000,000
General Aggregate	\$1,000,000

3. Automobile Liability Insurance including hired/non-owned Auto.
4. Professional Liability Insurance with limits of \$1,000,000 each occurrence/\$1,000,000 aggregate.

*The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of Accurate Home Care liability to district under this contract.*

**Compliance**

The contractor agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to Accurate Home Care's performance of the provisions of this agreement. It shall be the obligation of Accurate Home Care to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the Accurate Home Care in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

This agreement shall be reviewed and authorized by the Director of Special Education and shall be supervised by the Director of Designee.

This agreement is duly executed on \_\_\_\_\_ by

**ISD #709 – Duluth School District**

**Accurate Home Care**

By: WCHanson

By: \_\_\_\_\_

Title: CFO

Title: \_\_\_\_\_

Date: 9/12/11

Date: \_\_\_\_\_

# **DECC**

## **DULUTH ENTERTAINMENT CONVENTION CENTER RENTAL AGREEMENT**

*THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY*

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

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

Address: **Duluth East High School, 301 North 40<sup>th</sup> Avenue East, Duluth, MN, 55804**

Telephone: **218-336-8845, ex. 2311**

Contact Name: **Jerry Upton**

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

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

**December 16, 2011 (Friday)**  
**Symphony Hall – N/C – Move In Only**

**December 17, 2011 (Saturday)**  
**Symphony Hall**  
**Paulucci Hall**

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

**\$2,240.00 (Two Thousand, Two Hundred Forty Dollars and no cents)**

**Plus the following:**

**Equipment List and Audio-Visual - (Effective 1/2011) or current rates**  
**Catering and/or Exhibit Arrangements by Separate Agreement**

2. ~~A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.

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




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

*Dated this 15th day of September, 2011*

DULUTH ENTERTAINMENT CONVENTION CENTER

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

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

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

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

9/21/11  
\_\_\_\_\_  
Date

Rev 12/08

**DULUTH HEAD START-YWCA EARLY CHILDHOOD CENTER  
COLLABORATION AGREEMENT**

August 2011

**I. THE PURPOSE OF THE COLLABORATION**

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

**II. BRIEF DESCRIPTION OF THE COLLABORATION**

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

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

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

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

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

**Description:**

The Duluth Head Start Health Services Coordinator and the Duluth Head Start Disabilities Coordinator will ensure that, through collaboration with families, staff and health professionals, all child health and developmental concerns are identified and children and families are linked to an ongoing source of continuous, accessible care to meet basic health needs and schedules of such will be followed as per Head Start performance standards.

**Responsibility:**

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

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

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

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

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

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

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

**D. Child Nutrition (1304.23)**

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

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

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

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

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

**F. Family Partnerships (1304.40)**

**Description:** The Duluth Head Start Collaboration Teacher/Advocate with support from the Duluth Head Start and YWCA Early Childhood staff will initiate family goal setting and will assist families in finding community services to help them meet their needs and insure compliance with Head Start performance standards. They will work with the childcare staff to facilitate

**Responsibility:**

-Duluth Head Start  
Family Services  
Coordinator  
-Duluth Head Start  
Director

monthly parent meetings, trainings, and communication and to secure a policy council representative.

- YWCA Early  
Childhood Program  
Director

**YWCA EARLY CHILDHOOD CENTER RESPONSIBILITIES** YWCA Early Childhood Program  
Director S:

**Description:** YWCA Early Childhood Center will provide all-day, all-year care for Head Start and Early Head Start eligible children. The actual number of Head Start and Early head Start enrolled children will be specified in the yearly Head Start State grant application and is variable based on enrollment requirements. During the 2011-2012 grant period, we will serve 48 children. The YWCA Early Childhood staff, with support from the and YWCA Early Childhood Program Director Duluth Head Start Collaboration Teacher/Advocate, will be responsible for compliance with all Head Start performance standards and other licensing regulations that apply. The YWCA Early Childhood Program Director will directly supervise the YWCA Early Childhood staff.

**V. PROGRAM DESIGN AND MANAGEMENT:**

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

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

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

**VI. PROGRAM COORDINATION EXPECTATIONS**

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

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

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

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

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

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

B. The Head Start Federal On-Site Review, conducted by Head Start reviewers, occurs in three-year cycles. On-site visits from the State Head Start Program Officer are a part of this review. In addition, State Head Start Program officer will conduct on-site reviews and desk monitoring to insure compliance with Head Start performance standards and stipulations within the state grant application.

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

**IX. PARTICIPATION AND ELIGIBILITY GUIDELINES**

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

**X. BUDGET**

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

Code-1303/1305	Contracted Services	6000.
Code-136602	Travel/Conference Fees/Trainings	4588.
Code- 1403	Classroom Supplies	2000.
Code-1430	Food	1800.
Total-		\$14,388.

**XI. TERMINATION OF AGREEMENT**

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

Made and entered into this 9<sup>th</sup> day of SEPTEMBER 2011

Ellen O'Neill

Printed Name  
YWCA Executive Director

Pamela M. Rees

Printed Name  
Duluth Head Start Director

\_\_\_\_\_  
Printed Name  
ISD 709

Ellen O'Neill

Signature  
YWCA Executive Director

Pamela M. Rees

Signature  
Duluth Head Start Director

W. C. Hanson

Signature  
ISD 709

(Please note that due to the State of Minnesota governmental shutdown, Duluth Head Start serves chargeable to the 2011-2012 State Head Start grant did not begin until July 27, 2011.)