



## FACILITIES MANAGEMENT

Independent School District No. 709

*Located at 101 East 3rd Street*

*Mailing Address: 215 North 1st Avenue East*

*Duluth, Minnesota 55802*

Facilities Management (218) 336-8907

Safety & Health (218) 336-8700 ext. 3240


Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

### MEMORANDUM

TO: Bill Hanson

FROM: Curt Conrad, Coordinator of Health,   
Safety & Environmental Management

DATE: 4-4-11

RE: Contract for Updating the AHERA Management Plan at the future  
East High School Location

The attached contract between ISD 709 and Carlson Professional Services is for asbestos consulting work at the future East High School. Carlson Professional Services will be updating out AHERA Management Plan taking into account all of the asbestos abatement that was accomplished as part of the building construction.

Attached for your signature please find two (2) copies of the contract between ISD 709 and Carlson Professional Services for the asbestos consulting services at the future East High School. After review, please sign and return to the Facilities Management office for processing.

If you have any questions on this, please contact me at extension 3240.

Thank you.

cc: Kerry Leider

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
**CONTRACT FOR CONSULTING SERVICES**

THIS AGREEMENT is made as of this 29<sup>th</sup> of March, 2011, by and between INDEPENDENT SCHOOL DISTRICT NO. 709, in St. Louis County, Minnesota, (hereinafter referred to as "District") and Carlson Professional, (hereinafter referred to as "Consultant").

1. **Employment**. The District hereby retains and employs Consultant to furnish services to the District for the term commencing March 29th 2011 and ending when project is complete.
2. Consultant shall furnish the District, in accordance with the policies of the Board of Education, those general services outlined in the attached Proposal for updating the management plan dated 3/23/11 and Summary of Services.
3. The District retains the right to employ other consultants at any time and for any reason deemed necessary or appropriate by the District.
4. During the term of this Agreement, the maximum total fees, including any reimbursed expenses, shall not exceed the sum of **\$2,870.00**, additionally, if bulk sampling is necessary, each bulk sample would not exceed \$10.00 per sample, unless any additional sums are specifically authorized in advance by the School Board of the District.
5. The fees to be paid under this Agreement are as follows:
  - a. Summary of Fees cost estimates in the attached Proposal for Updated AHERA Management Plan for Former Ordean Middle School /Future East High School.

**RECEIVED**  
**MAR 31 2011**

- b. Terms of Payment. Payment shall be made by the District within 30 days of the application for payment by the Consultant;
- c. Any other terms of payment in the attached Summary of Services proposals are incorporated by reference into this Agreement.

6. The Consultant shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>District Employee</u>	<u>Position</u>
Bill Hanson	Director of Business Services

7. The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or to their designees:

<u>District Employee</u>	<u>Position</u>
Curt Conrad	Environmental Health and Safety Coordinator

8. The Consultant shall perform its services to the best of its professional ability and efforts.

9. The Consultant shall maintain the following minimum insurance during the term of this Agreement: Certificate of Liability Insurance naming ISD 709 Additional Insured and listed as a Certificate Holder

10. **Independent Contractor.** Both the District and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, the Consultant shall be responsible for payment of all taxes, including Federal, State and local taxes, arising out of the Consultant's activities in accordance with this

Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

11. **Confidential Information.** The Consultant agrees that any information received by the consultant during any furtherance of the Consultant's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the District will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.

12. **Protection of the District.** To the extent that work by the Consultant or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Consultant, the Consultant shall advise the District if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. if the work should be performed in a different manner and whether other work should be performed;
- d. if the District should be advised of any other facts or opinions regarding that work.

In all respects, the Consultant shall represent the interests of the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

13. **Arbitration.** Any disputes between the District and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of

Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of the District, the arbitration shall include in one consolidated arbitration proceeding all claims and disputes regarding the Consultant and any architects, contractors, subcontractors, materialmen and other consultants as may be involved in the dispute. Consultant shall include this paragraph in all its subcontracts dealing with the work of the District.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedure for the District Courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

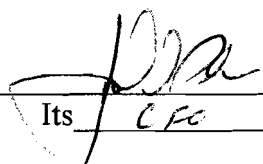
In the event that Consultant breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages, the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

15. **Contract Document.** This Contract also incorporates the other documents relating thereto and specifically including: Carlson Professional Services, March 23, 2011 Proposal

for Updated Management Plan for Former Ordean Middle School/Future East High School.**CONSULTANT:**

**INDEPENDENT SCHOOL**

**DISTRICT**

By:   
Its \_\_\_\_\_  
CFC

NO. 709

By:   
Its Director of Business Services

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
**CONTRACT FOR CONSULTING SERVICES**

**SUMMARY OF SERVICES**

This Summary of Services details the services to be provided by Consultant, Carlson Professional Services, pursuant to its Agreement with ISD #709.

1. Consultant shall perform that work requested from time to time by the authorized representatives of the District. Consultant shall perform only that work specifically requested by the District. Except as otherwise specifically agreed, no specific or minimum amount of work is guaranteed by this Contract, and the District shall use such consulting services as it chooses and in its sole discretion. The Consultant shall advise the District if it recommends that other work or additional work be performed.
  
2. The work to be performed by Consultant is described as follows:  
  
Update the AHERA Management Plan for the new East High School (formally Ordean Middle school). The updated Management Plan will include all the abatement and construction activities related to the current Long-range facilities plan as outlined in the attached Proposal for Updated Management Plan.



ENVIRONMENTAL • ENGINEERING • LAND SURVEYING

March 23, 2011

Mr. Curt Conrad  
Coordinator of Health, Safety and Environmental Management  
Duluth Public Schools  
Independent School District 709  
215 North First Avenue East  
Duluth, Minnesota 55802

**RE: Proposal for Updated Management Plan  
Former Ordean Middle School/Future East High School**

Dear Mr. Conrad,


Carlson Professional Services, Inc. (Carlson) is pleased to present this proposal for consulting services as discussed last week. In our recent conversation, we discussed your need for an updated Management Plan showing all the areas that have had asbestos abatement conducted within the last couple years. Within the Management Plan, Carlson would include:

- Building Floor Plans Denoting Remaining Asbestos Locations;
- A List of All Asbestos Abatement Locations at the School;
- Clear, Color Photographs of Remaining Asbestos Containing Materials;
- Notes and Reference Documentation for Past Asbestos Abatement Projects; and.

As part of this proposal, Carlson would like to make at least one site visit prior to the installation of ceiling tile. Carlson would like to be provided with current and past figures depicting each floor plan and the latest 3-year re-inspection forms (electronically also, if available). A final Management Plan will be compiled with all necessary updates in regards to abatement and asbestos that remains in place. Carlson will provide three hard copies of the summary and one in electronic form so that information may be added to it in the future as more samples are collected or as abatement projects occur. Carlson's proposed cost for compiling an Updated Management Plan for the former Ordean Middle School is \$2,870.00. If bulk sampling is necessary, each bulk sample would cost approximately \$10.00 each with a turnaround time of approximately 3 days.

Thank you for the opportunity to provide this proposal for consulting services. Please contact me at (218) 625-7004 (office) or (218) 260-7450 (cell) if you require any additional information. I look forward to hearing from you.

Sincerely,

  
Tracy Jacobs, CHMM  
Industrial Hygienist

## AGREEMENT

**THIS AGREEMENT** made and entered into this day ninth of February, 2011, by and between Independent School District #709, a public corporation, hereinafter called District, and Fond du Lac an independent contractor, hereinafter called Contractor. -RBC

**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 to at least March 1, 2011, 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 for the Language Emersion Camp to take place on the Fond du Lac Reservation in June 2011:
  - a. Identify and schedule all native language consultants, support staff and volunteers as required.
  - b. Provide supervision to all staff, volunteers and participants within scheduled age appropriate learning activities.
  - c. Coordinate all meals and transportation necessary for participants.
  - d. Provide brief summary of event within 30 days of completion.

**Nothing in this contract in anyway abridges, modifies, or compromises the sovereignty of the Fond du Lac Band of Objibwa.**

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 two thousand five hundred dollars (\$2,500.00) on a reimbursement basis. 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 [REDACTED]

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made upon receipt of invoice and in accordance to the above services provided within this contract in the amount requested not to exceed \$2,500.00. District may request copies of receipts for any claimed expenses; contractor agrees to provide such requested receipts prior to reimbursement.

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 commits to work jointly with the Fond du Lac Band to reproduce the programming in any fashion, or any portion thereof, to its own use for any and all



programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

**8. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Superintendent, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States mail: Fond du Lac Band of Objibwa, ~~Attn: Patricia Northrup~~, 1720 Big Lake Road, Cloquet, Mn 55720.

Copies to: Mr. Chuck Walt, Executive Director. Copies: Patricia Northrup  
Attn: ↑

**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.

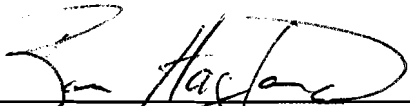

**10. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.


**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.

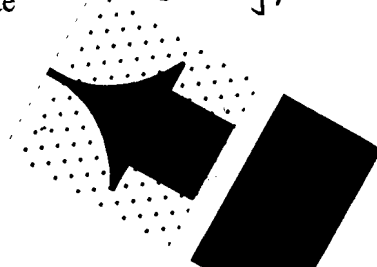
**12. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**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.

 3/28/11  
Program Director date  
 4/1/11  
Director of Business Service date

 3-15-11  
Contractor date  
Ferdinand Martineau, Jr.  
Secretary/Treasurer





LETTER OF AGREEMENT BETWEEN RAMADA PLAZA MINNEAPOLIS AND DULUTH PUBLIC SCHOOLS

Ms Sandra Coyle  
 DULUTH PUBLIC SCHOOLS  
 215 North 1st Avenue East  
 Duluth, MN 55802  
 Phone: 218-336-8714  
 Fax:

Karen Meier  
 Sales Manager  
 Ramada Plaza Minneapolis  
 1330 Industrial Blvd  
 Minneapolis, MN 55413  
 Phone: 612-455-6322  
 Fax: 612-331-6827

RE: DULUTH PUBLIC SCHOOLS  
 MEETING DATES: Wednesday, May 04, 2011 - Friday, May 06, 2011

DULUTH PUBLIC SCHOOLS ("Group") and Ramada Plaza Minneapolis ("Hotel") agree as follows:

These arrangements will be a definite commitment if this agreement is signed by both parties by April 5, 2011.

Between now and April 5, 2011, unless both parties have agreed upon and fully executed this agreement, should another organization request the dates and be in a position to confirm immediately, we will advise you and you will have three (3) business days to confirm on a definite basis.

If this agreement is not mutually executed by April 5, 2011, the room block may be automatically released.

**GUEST ROOM ACCOMMODATIONS**

This contract applies to the following block of rooms:

	Wed 05/04	Thu 05/05
Traditional Double or King	25	25

**RESERVATION PROCEDURES – ROOMING LIST**

You must submit a rooming list to the hotel by April 20, 2011 including the name and address of attendees, the arrival and departure dates, and if available, the times of arrival and departure.

**CUT-OFF DATE**

The "cut-off date" for accepting reservations into this room block is April 20, 2011. Reservations requests received after 5:00 p.m. local time at the Hotel on the cut-off date will be accepted on a space and rate availability basis..

**RATES**

We are pleased to confirm the following special non-commissionable group rates:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Traditional King	85.00	85.00	95.00	105.00
Traditional Double	85.00	85.00	95.00	105.00

All room rates are quoted exclusive of applicable state and local taxes, currently 13.4%.

**DISCLOSURE**

Group agrees that it will disclose to all members of Group and attendees, the type and amount of all automatic and mandatory charges [e.g., resort charges, service charges, etc] that will be charged to them by the Hotel under this Contract and the early departure fee that may be charged to them under this Contract. Group agrees that it will also have

*Scalzo Hospitality*

As of June 1, 2009

**DULUTH PUBLIC SCHOOLS**

**Wednesday, May 04, 2011 - Friday, May 06, 2011**

sole responsibility for determining whether it is necessary to disclose to members of Group, attendees or any third parties, any other terms of this Contract or the terms of any other relationship between the Group or you and the Hotel or Scalzo Hospitality, Inc. or its affiliates, including that a portion of Group's room rates are being paid to you as a commission or rebate or that you have received or may receive any other benefits from Hotel or Scalzo Hospitality, Inc. or its affiliates. Group agrees to defend, hold harmless and indemnify Hotel, including the payment of any costs, attorney fees, liabilities or expenses, against any claims arising from any insufficient or inaccurate disclosure.

**FEES FOR ADDITIONAL SERVICES**

The hotel provides a variety of facilities and services not specifically described in this contract, which are available to groups and individuals at additional charge. A list of the hotel's pricing for these facilities and services is available to individual guests upon request.

**GROUP DATA**

To the extent Group provides any information to Hotel, including Group's contact information and personally identifiable information of Group's members and meeting attendees (collectively, the "Information") for any reason, Group hereby warrants that it has all rights and permissions necessary to (i) provide the Information to Hotel, (ii) transfer the Information to locations both within and outside the point of collection, including to the United States, (iii) grant to Hotel the right to use or release the Information for any lawful, business purpose, including to confirm reservations and to provide stay related communications, and (iv) to allow Hotel to provide access to such Information to entities within the Ramada reservation, sales and catering, and database management systems and to third parties, including Contracted Vendors. Group hereby agrees to defend, hold harmless and indemnify Hotel, including the payment of any costs, attorney fees, liabilities or expenses, against any claims arising from its use or dissemination of such Information.

**ROOM & RELATED CHARGES**

The Group will accept responsibility for guest room, tax, and all authorized service charges for all of its attendees. All other charges will be the responsibility of the attendee.

**BILLING ARRANGEMENTS**

**CREDIT CARD BILLING**

Subject to the terms and conditions of this Agreement, Hotel will accept Credit Card Payments for all Transactions. Hotel shall honor without discrimination valid Cards properly tendered for use. For purposes of this contract, "Card" means a credit card issued pursuant to the rules and regulations (the "Rules") of American Express, Diners Club International, Discover Card, JCB, MasterCard VISA, or any "Card" for which Hotel provides Card processing

**PAYMENT BY CHECK**

For groups wanting to pay with a business or school check, the check must be received by the hotel 10 business days prior to group/event arrival. In addition, a valid credit card authorization form must be on file with the contract. The credit card will serve as a back-up payment and will be authorized three business days prior to event if business check has not been received. The credit card on record will be charged on the first business day after group checkout for any outstanding balances.

**FORCE MAJEURE**

The performance of this Agreement by either party is subject to acts of God, government authority, disaster or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

**INSURANCE**

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this contract.

**INDEMNIFICATION**

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

DULUTH PUBLIC SCHOOLS  
Wednesday, May 04, 2011 - Friday, May 06, 2011

**AMERICANS WITH DISABILITIES ACT**

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group for use in sleeping rooms and public areas of the hotel, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the group, other than those types and quantities typically maintained by the Hotel.

**ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES**

The parties will resolve any controversy, claim or dispute of any kind or description arising out of or relating to this Contract through binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the State in which Hotel is located. The law of the State in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including arbitration fees. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with Hotel's efforts to collect monies owed under the terms of this Contract.

**COMPLIANCE WITH LAWS AND HOTEL RULES AND POLICIES**

Group agrees to comply with all applicable federal, state and local laws and Hotel rules and policies governing the Contract and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

**ASSIGNMENT**

Group agrees that it may not assign its interest, rights or duties under this Contract to any other person or entity without Hotel's prior approval.

**NOTICE**

Any notice required or permitted by the terms of this contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

**WAIVER**

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

**SIGNATURE**

This contract, with exhibits attached (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.

Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

*The Ramada Plaza Minneapolis is operated under a License Agreement with RAMADA Worldwide, Inc.*

ACCEPTED AND AGREED TO:

DULUTH PUBLIC SCHOOLS

RAMADA PLAZA MINNEAPOLIS

BY

Karen Meier,

\_\_\_\_\_  
Ms. Sandra Coyle  
Date \_\_\_\_\_  
By *Sandra Coyle*  
Officer  
Date 4/6/11

\_\_\_\_\_  
Sales Manager  
Date \_\_\_\_\_  
By *Jimmie Waung*  
Director of Sales & Marketing  
Date 3-28-11

**Concurrent Enrollment Agreement**  
**Between**  
**Lake Superior College**  
**And**  
**Duluth Public School District**  
**2010-2011**

**MISSION**

This agreement between Duluth School District (ISD #709) and Lake Superior College, Duluth, Minnesota, is effective for the academic year 2010-2011. The intent of this agreement is to provide Duluth School District High School students an opportunity to enroll through Concurrent Enrollment in Lake Superior College courses. The purpose for providing Concurrent Enrollment is to create a seamless educational path for area high school students. LSC is building bridges with our area high schools. LSC will work cooperatively and in partnership with high school personnel and students in the enrollment procedures, validating course competencies, and grade transcription.

**COST**

The following courses are articulated for Central, Denfeld, and East: The cost to the high school is \$1,500 per course for all sections. The total cost is \$5,600 for 4 courses.

**COURSES**

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

**Course****High School Instructor**

1	{	*BIOL 1005	Introduction to Cell Biology	1 credit	Alison Wood, Central Rod Dahlquist, East
		*BIOL 1140	A & P I	4 credits	
		*\$1500 total for these combined, considered one course.			
2	{	MATH 1150	Pre-Calculus	5 credits	Deb Halver, Central Christy Fisher, Central Peter Graves, East Brenda Fiorastano, East Sheila Nyback, East Christine Osthus, East
		MATH 1150	Pre-Calculus	5 credits	
		MATH 1150	Pre-Calculus	5 credits	
		MATH 1150	Pre-Calculus	5 credits	
		MATH 1150	Pre-Calculus	5 credits	
		MATH 1150	Pre-Calculus	5 credits	
3		MKTG 1421	Principles of Marketing	3 credits	Mike Devney, Central Peggy Ehlert, East
4	{	*ALTH 1400	Intro Allied Health	2 credit	Kimberly Olson, Duluth STC Kimberly Olson, Duluth STC Kimberly Olson, Duluth STC
		*ALTH 1410	Medical Terminology	1 credit	
		*NUNA 1420	Nursing Assist/Home Health Aide	4 credit	

\*\$1500 total for these combined. Considered one course. Additional \$20.00 fee/student for NET Studies Background check.

## **STUDENT QUALIFICATIONS**

College in the Schools allows high school juniors and seniors to earn both high school and college credit for classes offered through a high school and taught by a high school teacher. To be eligible, juniors must rank in the top third of their high school class or have a 3.0 cumulative G.P.A.; seniors must rank in the top half of their high school class or have a 2.5 cumulative G.P.A.

## **FACULTY QUALIFICATIONS**

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

## **COLLABORATION REQUIREMENTS**

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

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

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

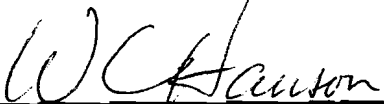
- Collaborates with the high school CITS teacher to clarify approved college course outline and outcomes and to create a syllabus with the CITS teacher; assures that assessment meets college criteria.
- Provides current college text information and/or exam copies of the text, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Supports CITS teachers, giving additional time and attention to teachers new to the program.
- Provides teachers who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.

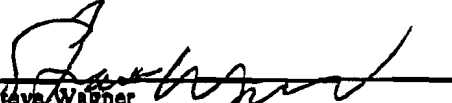
- Meets regularly (face-to-face, email, telephone) with high school CITS teacher and monitors assignments, exams, projects, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the LSC course outline.
- Arranges to guest lecture if requested by the high school teacher.
- Submits to the CITS coordinator a report at the end of the semester of interchanges with high school teachers for each CITS course.
- Reviews class grades assigned by the CITS teacher.
- Extends to the high school CITS teachers, invitations to participate in appropriate campus-based faculty development activities.

**High School Teachers & Staff:**

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

DULUTH SCHOOL DISTRICT, ISD #709 LAKE SUPERIOR COLLEGE

  
 Superintendent or Assistant Superintendent  
 CFO

  
 Steve Wagner  
 Vice President of Workforce Development

# **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: **Central High School**  
(hereinafter referred to as the "Permittee")

Address: **800 East Central Entrance, Duluth, MN, 55811**

Telephone: **218-733-2130**

Contact Name: **Lisa Mitchell-Krocak**

For the Sole Purpose of: **Central High School Graduation**

To use the following specified facilities of the Duluth Entertainment Convention Center

#### **SYMPHONY HALL**

on the following day(s):

**June 7, 2011 (Tuesday)**

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 (Effective 1/2011) or current rates.**
  - **Central stage banner will be hung by DECC Staff at No Charge**
  - **First Lectern/Microphone no charge. Each Additional Wired Microphone: \$26.00 each, plus tax**
  - **If sound shell is not used, there will be no charge from the Stagehand Union**
  - **Minimum DECC staffing required.**
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 groups under 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 11<sup>th</sup> day of April, 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

4/19/11  
\_\_\_\_\_  
Date

Rev 1/07



## 2011 Equipment and Services

<b>Equipment Rental</b>	
<b>Cherry Picker, Scissor Lift or Snorkel Lift with operator</b>	\$78.00 per hour
<b>Forklift with operator</b>	\$78.00 per hour
<b>Lectern/Podium</b>	No Charge
<b>Mirrors</b> 12" Round Tile Portable Full Length (3 available)	\$1.00 each \$10.00 each
<b>Pegboard</b> (50 available – 4' x 8')	\$42.00 each
<b>Piano</b>	\$100.00 per day, plus tuning
<b>Pinboard</b> (24 available – 4' x 8')	\$37.00 each
<b>Riser</b> (4' x 8' sections – height 16" or 24")	\$25.00 per section, for exhibitors No charge in meeting rooms
<b>Spotlight without operator</b> (operator arranged through Stagehand Union)	\$137.00 each
<b>Tablecloths</b> (for events other than meals)	\$3.25 each, per day
<b>Votive Candles</b>	\$1.00 each

<b>Audio-Visual Equipment Rental – Daily Rates</b>	
<b>AV Carts</b> (20 available)	\$15.00 each
<b>Cassette Player</b>	\$34.00 each
<b>CD Player</b>	\$34.00 each
<b>Flipcharts with Stands</b> (15 available, includes paper and markers)	\$29.00 each
<b>Microphones</b> One Corded Microphone per Room (hand held, at lectern, standing or lavalier)	No charge
Additional Corded Microphones (50 available)	\$26.00 each
Wireless Microphones (10 available – hand held or lavalier)	\$69.00 each
Four Channel Mixer	\$42.00 each
<b>Screens, Portable</b>	\$28.00 each
<b>Suggested Audio Visual Suppliers</b> Audio Visual Resources, Inc. National Audio Visual	(218) 722-6219 <a href="http://www.avrduluth.com">www.avrduluth.com</a> (218) 722-7355 <a href="http://www.nationalaudiovisual.com">www.nationalaudiovisual.com</a>

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

This consulting agreement is effective April 15, 2011 through June 15, 2011, and is between the following parties:

Duluth Independent School District 709, at 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802; hereafter referred to as Client, and Laumeyer Human Resource Solutions, at 1722 Morningside Avenue, Duluth, MN 55803; hereafter referred to as Consultant

The parties agree as follows:

**Services.** The Consultant will provide services (the "Services") to the Client as specified in Schedule A, or otherwise agreed on from time to time.

1. **Fees.** The Client will pay the Consultant the fees (the "Fees and Payment") as specified in Schedule A.
2. **Payment.** Unless otherwise specified in Schedule A, the Consultant will invoice the Client monthly for completed Services and for expenses. The Client will be billed at the mid-point of the project, and again upon completion. The Client agrees to pay the invoices within 30 days of receipt (the "Due Date") if the Consultant performed the Services as required.
3. **Interest.** The Client will pay the Consultant simple interest on all overdue payments at a rate of 6.0%. Interest is calculated from the date payment was due until the date payment, including accumulated interest, is made in full.
4. **Term.** This Agreement will be in effect until the Services are completed, unless ended earlier as specified in section 7 or 8.
5. **Termination by the Client.** The Client may end this Agreement for any reason and at any time by giving written notice to the Consultant.
6. **Termination by the Consultant.** The Consultant may end this Agreement if:
  - a) the Client fails to pay any amounts owing to the Consultant within 30 days after the Due Date, or
  - b) the Client breaches any other fundamental obligation in this Agreement and does not remedy the breach within 15 days after receiving written notice of the breach from the Consultant.
7. **Effect of Termination.** When this Agreement ends for any reason:
  - a) the Client will immediately pay the Consultant all outstanding expenses and Fees for Services performed as required, up to the date of termination;
  - b) the Consultant will immediately deliver to the Client all material in its possession or control that includes any Work Product (defined in section 11), the Client's Confidential Information (defined in section 10) or any material supplied to the Consultant by the Client, and
  - c) sections 9, 10, and 11 will survive the end of this Agreement.
8. **Confidentiality.**
  - a) "Confidential Information" means all information (whether in oral, written or electronic form) relating to the business, technology, personnel, marketing, customers, finances, products or services of the Client, and includes confidential information received by the Client from third parties, but excludes any information that:
    1. was lawfully in the possession of the Consultant before receiving it from the Client;
    2. is provided in good faith to the Consultant by a third party without breaching any rights of the Client or any other party;
    3. is or becomes generally available to, or accessible by, the public through no fault of the Consultant; or
    4. is independently developed by the Consultant without use of the disclosed Confidential Information.
  - b) The Consultant may use the Client's Confidential Information only for the purpose of performing the Services and only to the extent required for that purpose. The Consultant must not use the Client's Confidential Information for any other purpose without the explicit written approval of the Client.
  - c) The Consultant will keep the Client's Confidential Information confidential, and will also cause its officers, employees and agents to keep the Client's Confidential Information confidential. The Consultant will take all necessary steps (including those steps that the Consultant takes to protect its own information that it regards as confidential) to maintain the confidentiality of the Client's Confidential Information.
  - d) The Consultant will not disclose the Confidential Information to any third party, nor the fact that it has obtained the Confidential Information, without the explicit written approval of the Client.

**10. Consultant's Obligations.**

- a) The Consultant will perform the Services in a competent and professional manner. The Consultant represents that it, its employees and its subcontractors (if applicable) have the skills and qualifications necessary to perform the Services.
- b) The Consultant, its employees and its subcontractors (if applicable) will comply with all applicable laws.
- c) In the performance of this Agreement, the Consultant will not breach any other agreement entered into by the Consultant.

**11. Agreement.**

This Agreement contains the whole agreement between the Client and the Consultant, and there are no warranties, representations, terms, conditions or collateral agreements – express, implied or statutory – other than as expressly set out in this Agreement.

**Schedule A**

**1. Services- Classification Study of Clerical Unit**

- Meet with School District/union officials to discuss the project and to collect and review documentation, including organizational charts, job descriptions and other related documentation (Week 1).
- Provide affected employees via group meeting(s) with overview of project approach and timetable (Week 1).
- Distribute job questionnaires to employees to complete and return to us prior to the conduct of personal job interviews (Week 1).
- Conduct on-site interviews with employees to obtain in-depth information about their respective jobs (Week 3).
- Review data from job interviews to create recommended job classification/compensation structure for review and approval by the School District/union officials (Week 4).
- Meet with School District/union officials to review the proposed job classification/compensation structure and implementation prior to finalization (Week 5).
- Finalize job classification/compensation structure/job descriptions and implementation plan. (Week 6). Provide post-project technical support as needed (To be determined).

**2. Fees and Payment**

- The base products and services outlined in this proposal, including all travel and administrative expenses, are not to exceed a total cost of \$4,900.00.
- The invoice is payable within 30 calendar days of the mid-point and completion of this project.

*This contract includes a post-project one year service provision that provides for the review of job classification and compensation requests free of charge within the context of School District secretarial jobs.*

*Note: The following services are also available beyond the base cost quoted above:*

\* The provision of technical assistance for the State of Minnesota Pay Equity report is \$400.00 for off-site support and \$800.00 for on-site support.

\*\* Job descriptions, either new or major revisions, are priced at \$65.00 per description.

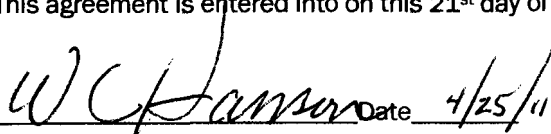
\*\*\*The application of a formal point factor system job evaluation is priced at \$100.00 per job.

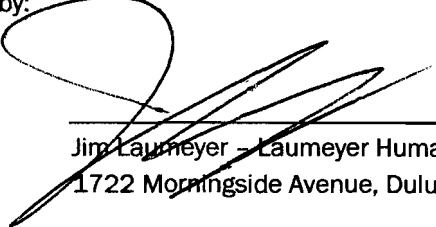
\*\*\*\*General consulting services are billed at an hourly rate of \$95.00.

Invoices will be paid within 30 days of receipt at the mid-point, and at the completion of the project.

This agreement will be governed by the laws of the State of Minnesota. The parties submit to the exclusive jurisdiction of St. Louis County, Minnesota.

This agreement is entered into on this 21<sup>st</sup> day of April, 2011 by:

  
Date 4/25/11  
~~Harrison Dudley~~ Duluth I.S.D. 709  
215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802

  
Date 4-21-11  
Jim Laumeyer - Laumeyer Human Resources Solutions  
1722 Morningside Avenue, Duluth, MN 55803

Witness:  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_