



CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES

This contract, entered into this day December 20, 2010 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and Children's Place – UMD (hereafter referred to as the AGENCY) witnesses that: WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in ~~Quix-Hox~~ Individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for ~~Quix-Hox~~ for 4 hours a day 3 days per week at \$36.00 per hour or \$108.00 a week.
 2. The AGENCY shall perform these services at: 260 Kirby Plaza, 1208 Kirby Drive.
 3. The approximate date the service will begin is 9-13-2010, and shall not extend beyond June 4, 2011 the contract not to exceed a total of 36 weeks of service and a total cost of \$3888.00.
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.
-

6. Either party may terminate this agreement as follows: Thirty (30) days written notice
or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

.....

SIGNED:

Name of Agency

By
Authorized Agent

Date

.....

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

W. C. Hanson,
C.F.O. Executive Director of Business Services

Date 1/10/11

.....

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By Laura Fredrickson
Director

Date December 21, 2010

Performance Date and Time:

2/18/2011 9:30:00 AM

Updated 1/12/2011

Contract and PO #: 1958

Company ID #: 1058

The undersigned parties do hereby agree to enter into a contract per terms, dates, and place set forth herein as follows:



Performance Date and Time:

2/18/2011 9:30:00 AM

Updated 1/12/2011

Curtis Alan Hed Inc.

Employer Identification #

#41-1957496

1. That: **Ms. Amy Kaiser** (218) 733-2046
For: **Lincoln Park Elementary** (218) 733-2046
2427 W 4Th Street (218) 733-2054
DULUTH, MN 55806

2. Has hired Curtis Alan Hed Incorporated to Supply them with:
1 Magic of reading Show

Note

3. Performance date and time: **2/18/2011 9:30:00 AM**

4. Location information: Contact: **Ms. Amy Kaiser** (218) 733-2046
Location: **Lincoln Park Elementary**
Address: **2427 W 4Th Street**
Location City: **DULUTH, MN 55806**

5. Set-up time: **9:00 AM**

6. Fee's	1 Magic of reading Show	\$350.00	Please make
	Travel Expenses:	\$150.00	check('s) out to
	Dec. Disc. - \$50, Over 400. +\$100, Travel -\$100	(\$50.00)	Curtis Alan Hed
			Inc.
7. Amount to be paid on or before the performance date:		<u>\$450.00</u>	

8. Other information: **This is an Updated Contract as Of 1/12/2011**
This Contract has been update with a Travel Discount

9. **The Closest possible parking space will be provided free to the performer.**

10. Purchaser warrants that there will be no recordings, or reproduction, or transmission of the performance in any manner whatsoever without prior written consent of the performer.

11. This contract is non-cancelable except for reasons of Acts of Nature or National Emergency. Failure by either party to fulfill their obligations shall pay the default party in full. The only exception to this would be by written agreement by both parties at least Fifteen (15) days in advance of the

Date: 1/13/11

Signed: W. Henson

For: **Lincoln Park Elementary**

12/17/2010

Curtis Alan Hed Federal ID
#41-1957496
For Curtis Alan Hed Incorporated

Please sign and return one copy, Thanks

13289 Brenda Blvd

Becker, Minnesota 55308-9529

Phone: (763) 263-5511



CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES

This contract, entered into this day January 10, 2011 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and Children's Place - UMD (hereafter referred to as the AGENCY) witnesses that: WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in Eni P. [REDACTED] Individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:

Preschool programming for Eni P. [REDACTED] for 4 hours a day 3 days per week

(Monday, Wednesday, and Thursday of each week).

2. The AGENCY shall perform these services at: 260 Kirby Plaza, 1208 Kirby Drive.
3. The approximate date the service will begin is 12-15-2010 and shall not extend beyond June 6th, 2011; the contract not to exceed a total of 26 weeks of service and a total cost of \$2808.00 (78 half days @\$36.00 per half day).
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.

6. Either party may terminate this agreement as follows: Thirty (30) days written notice
or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

.....

SIGNED:

Name of Agency

By _____
Authorized Agent

Date

.....

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

W. C. Hanson
_____,
C.F.O. Executive Director of Business Services

Date 1/12/11

.....

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By Jason Cram
Director

Date 1/7/11

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: **2900 East 4th Street, Duluth, MN, 55812**

Telephone: **218-728-7426**

Contact Name: **Laurie Knapp**

For the Sole Purpose of: **East High School Graduation 2011**

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

June 8, 2011 (Wednesday)
Auditorium

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.

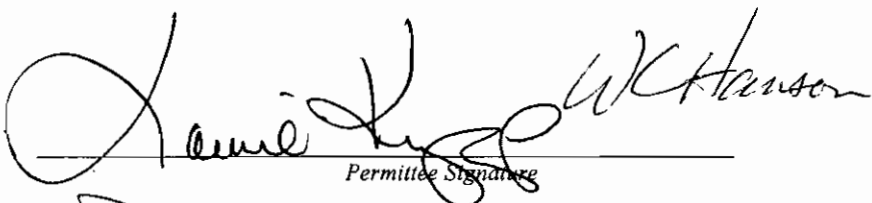
IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 5th day of January, 2011

DULUTH ENTERTAINMENT CONVENTION CENTER

Attest: _____
President
Duluth Entertainment Convention Center
Authority

By: _____
Executive Director
Duluth Entertainment Convention Center
(DECC)



Permittee Signature

Principal CFO

Permittee Title

01/10/11 1/12/11

Date

2011 Equipment and Services**Equipment Rental**

Cherry Picker, Scissor Lift or Snorkel Lift with operator	\$78.00 per hour
Forklift with operator	\$78.00 per hour
Lectern/Podium	No Charge
Mirrors 12" Round Tile Portable Full Length (3 available)	\$1.00 each \$10.00 each
Pegboard (50 available – 4' x 8')	\$42.00 each
Piano	\$100.00 per day, plus tuning
Pinboard (24 available – 4' x 8')	\$37.00 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)	\$137.00 each
Tablecloths (for events other than meals)	\$3.25 each, per day
Votive Candles	\$1.00 each

Audio-Visual Equipment Rental – Daily Rates

AV Carts (20 available)	\$15.00 each
Cassette Player	\$34.00 each
CD Player	\$34.00 each
Flipcharts with Stands (15 available, includes paper and markers)	\$29.00 each
Microphones 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
Screens, Portable	\$28.00 each
Suggested Audio Visual Suppliers Audio Visual Resources, Inc. National Audio Visual	(218) 722-6219 www.avrduluth.com (218) 722-7355 www.nationalaudiovisual.com

Services

B/W Copies 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
Color Copies 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
Fax Received/Transmitted	\$1.00 each
Internet Service Standard Wireless Internet Access Dedicated Internet Access	\$75.00 \$150.00
Telephone Line (limited availability throughout the DECC)	\$150.00
Water Service Water Stations/Recycling Stations Throughout Facility Water Pitchers on Meeting Tables, Classroom or Round	No Charge \$1.00 per table

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: **2900 East 4th Street, Duluth, MN, 55812**

Telephone: **218-728-7426, ext. 304**

Contact Name: **Jim Erickson**

For the Sole Purpose of: **East High School Pops Concert 2011**

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

May 10, 2011 (Tuesday)
HARBOR SIDE BALLROOM
MEETING ROOM 202
MEETING ROOM 203

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

\$1,620.00 (One Thousand Six Hundred Twenty Dollars and no cents)

Plus the following:

Service Promoter Schedule of Charges (Effective 1/2011) or current rates
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.
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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.
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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 5th day of January, 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

1/12/11

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of July, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and The YMCA of Duluth, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Sept. 7, 2010, and shall remain in effect until June 30, 2011, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The YMCA of Duluth shall provide AmeriCorps Member(s) and a staff person to support the before and after school program - Kid Connection Plus - and its functions at Lowell Elementary School.
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$12.00 per hour/16 hours per week plus benefits (not to exceed 17% of salary). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a quarterly basis. This invoice must be submitted within 30 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.
8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Community Education, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by

District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail. The YMCA of Duluth, 302 West First Street, Duluth, MN 55802.

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

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

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

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

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

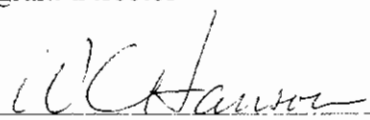
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

Chair


Clerk

Program Director

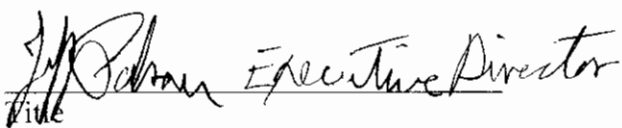


Director of Business Service

CONTRACTOR



Title Board Chair



Title Executive Director

41-0693931

Taxpayer Identification Number