



Contract

Vista Fleet

323 Harbor Drive
Duluth, MN 55802

Phone: 218-722-6218 / 877-883-4002

Fax: 218-722-0448

www.vistafleet.com vistafleetsales@zmchotels.com

Prepared For:	Ethan Fisher Central High School	Event Date:	5/19/2010 - Wednesday	
Address:	800 E. Central Entrance Duluth, MN 55811	Phone:	Work: 218-733-2130 ext. 19	
Email:	ethan.fisher@duluth.k12.mn.us	Event Title:	Central High School Senior Class Party Charter	
Contract #:	1283	Guest Count:	120	
Service Style:	Buffet	Occasion:	Class Party	
Sales Person:	Sarah Steinbach vistafleetsales@zmchotels.com			
Event Total:	\$2,400.00	Deposit:	\$500.00	Due: 4/16/2010
Venue:	Vista Star 323 Harbor Drive Duluth, MN 55802	Last Change:	3/24/2010	

Timeline:	5:00 PM Setup	DJ may board to set up.
	5:30 PM Boarding	
	6:00 PM Departure	
	8:00 PM Return	

Acceptance

Once this contract is accepted, we will remove from our inventory and consider sold to you for your event, vessel space pursuant to the stated boarding, departure and return times.

Billing Procedures and Deposit Schedule

Pepperoni Pizza
Sausage Pizza
Chicken Alfredo Pizza

Pizza Party

\$10 per missing person.

Food

Qty	Description	Unit Price	Total
120	Pizza Party	\$20.00	\$2,400.00
	Cheese Pizza	\$0.00	\$0.00
	Pepperoni Pizza	\$0.00	\$0.00
	Sausage Pizza	\$0.00	\$0.00
	Chicken Alfredo Pizza	\$0.00	\$0.00
	Pizza Party	\$10.00	\$0.00
Food Subtotal			\$2,400.00

Unlimited soda, coffee, and tea are included in meal pricing.

Charges:	\$2,400.00
Subtotal:	\$2,400.00
Payments:	(\$200.00)
Total:	\$2,200.00

Deposit Due: 04/16/2010

Deposit Amount: \$500.00

LifeWorks Employee Resource
LUTHERAN SOCIAL SERVICE OF MINNESOTA
Employee Assistance Program Agreement
with
Duluth School District ISD #709

THIS AGREEMENT is made and entered into as of 1/1/2010 by and between LifeWorks Employee Resource, a division of Lutheran Social Service of Minnesota (hereinafter referred to as 'LifeWorks') 424 W. Superior Street Suite 600, Duluth, MN 55802 and Duluth School District ISD #709, (hereinafter referred to as 'Company') located at 215 N 1st Ave E Duluth MN 55803.

In consideration of the promises and mutual covenants hereinafter contained, it is hereby agreed as follows:

Program Objectives: To provide a broad brush employee assistance program for all employees, their household family members and dependent children living outside the home. To provide support for management in the process of channeling employee productivity into Company objectives.

Company Liaison: LifeWorks shall report to Shelly St. Germaine, Human Resources/Benefits (hereinafter 'Company Liaison') or designated representative who will coordinate the EAP for the Company and act as liaison between the Company and LifeWorks

I. DESCRIPTION OF PROGRAM SERVICES

LifeWorks shall make available the services enumerated in Appendix A, which LifeWorks shall perform for the benefit of the Company's eligible population (as defined under Program Objectives) through LifeWorks' provider network, upon the commencement date of this contract.

II. PROVIDER QUALIFICATIONS

LifeWorks assures that it will use only Masters level trained mental health professionals for conducting assessment, referral, or brief counseling services. Additionally, those professionals providing Financial Assessments, Financial Planning, Legal and Eldercare services will be appropriately certified or licensed in their field.

III. REPORTS

LifeWorks will provide quarterly, confidential utilization reports to the Company Liaison. These reports will provide aggregate information regarding the number of employees that accessed the EAP, demographic information, problem areas addressed, referral types, and an annualized utilization rate.

Annually, LifeWorks will provide the Company with the outcomes of client satisfaction surveys and outcome data that may have been collected to measure the effectiveness of EAP services.

IV. CONFIDENTIALITY

LifeWorks abides by all state and federal provisions related to the data privacy rights of clients and confidentiality as required by law concerning the relationship between vendor and clients. LifeWorks will not communicate confidential information to the Company without the EAP client's written release of information.

V. LIABILITY STANDARD

Company agrees that it will not attempt to hold LifeWorks, and/or one of its practitioners, liable for a LifeWork's practitioner or network provider's failure to predict, warn of, or take reasonable precautions to provide protection from an individual's (client) violent behavior, unless the individual (client) has communicated to the practitioner a specific, serious threat of physical violence against a specific, clearly identified or identifiable potential victim.

VI. LIABILITY COVERAGE

LifeWorks agrees to at all times during the term of this contract have and keep in force a liability insurance policy in the amount of \$1,000,000 for bodily injury or property damage to any one person and \$3,000,000 for total injuries or damages from any one incident.

VII. WORKERS COMPENSATION

LifeWorks agrees to maintain workers compensation for all LifeWorks Employees during the term of this contract.

VIII. RESPONSIBILITIES OF THE COMPANY

Furnish LifeWorks information regarding its current employee health care programs and, when necessary, contact the insurance providers for answers to questions regarding coverage.

IX. USE OF NAME

Company agrees to allow LifeWorks to list their organization as a customer of the agency on promotional materials of the agency.

X. FEES AND PAYMENTS

Fees and Payments are detailed in Appendix B.

XI. PROVIDER NETWORK

To provide the services as outlined in this agreement, LifeWorks may subcontract with other providers. This may include mental health or substance abuse professionals or clinics, financial counseling services, legal assessment service providers, eldercare providers, financial planners, and other provider networks.

XII. RELATIONSHIP BETWEEN COMPANY AND LIFEWORKS

Company and LifeWorks are independent entities. Nothing in this agreement shall be construed or deemed to create an employer/employee or principal/agent relationship or any relationship other than that of independent parties contracting with each other for the sole purpose of carrying out the provisions of this Agreement.

XIII. ENTIRE AGREEMENT

This agreement represents the total and complete agreement between the parties. All prior statements, representations, commitments, and understandings are fully merged herein.

XIV. AMENDMENT

This Agreement may be amended by mutual agreement of the Company and LifeWorks evidenced by a written amendment.

XV. TERMINATION

Either party may terminate this agreement at any time with or without cause upon sixty (60) days written notice.

Suzanne Lidman 4/19/10
LifeWorks Employee Resource Date

William Hanson 4/19/10
William Hanson Date
CFO/Director of Business Services
Duluth School District ISD #709

APPENDIX A – PROGRAM SERVICES

Client Eligibility and Emergency Service

The “eligible population” shall include all employees of the Company, their household family members and dependent children living outside the home.

1-800 access to service 24 hours a day (After hours is only for mental health phone counseling). Emergency service: Clients in crisis will be connected directly by phone with a mental health professional for crisis counseling.

LifeWorks Employee Resource will screen all callers to determine eligibility for the Employee Assistance Program. Eligible clients will be offered an appointment within 3 working days of their call. Clients in need of more urgent service will be seen that same day.

Mental Health Assessment and Referral

This service will consist of a maximum of 4 in-person or telephonic sessions per case for each eligible client annually. Referrals will be made to the most appropriate and cost-effective resources. The cost for any ongoing treatment or services resulting from the referral(s) will be the responsibility of the client.

Financial Counseling for Consumer Debt

This service will consist of an initial client assessment with a qualified financial consultant (in person or telephonically) which will lead to recommendations and follow up. Some recommendations may include optional services which may require a nominal registration fee. Referrals will be made to the most appropriate and cost-effective financial resources.

Legal Consultation and Referral

This service will consist of legal assessment and referral services for eligible clients of the Company. This service will consist of one office or phone consultation for up to three separate legal matters per year. Matters involving disputes or actions between the client and the Company or EAP, agents or their officers, directors, or employees are specially excluded from eligibility for Legal Consultation and Referral Services.

Eldercare Consultation and Referral

Telephonic eldercare consultation, research, and referrals to appropriate community resources will be provided.

Management Consultation

Lifeworks Employee Resource will provide consultation, as requested, for any supervisor or manager considering the referral of any employee to EAP or who requests advice in managing an employee performance/behavior problem. A Lifeworks Management Consultant will provide coaching and support throughout process, if needed, and maintain contact with the referring supervisor (provided the necessary consents for release of information are in place). Management consultation is available by phone.

Training and Orientation

Training of Company's supervisors/management staff in the use of the EAP. Up to 4 hours included in the contract price.

Employee orientation sessions. Up to 4 hours included in the contract price. Travel costs might be incurred and would be billed separately. See appendix B for details.

Critical Incident Stress Debriefing

Critical Incident Stress Debriefing Services for traumatic workplace related incidents (such as suicide, accident, etc.). Up to 5 hours included in the contract price. Travel costs might be incurred and would be billed separately. See appendix B for details.

Educational Materials

Promotional/educational materials for distribution to employees. Materials will include brochures, program posters, and quarterly promotional/educational flyers. Materials will be mailed to the company, available for download from our website, and/or emailed directly to company liaison as an electronic attachment.

APPENDIX B - FEES AND PAYMENTS**LifeWorks Employee Resource EAP Contract**

Contract Term: 1/1/2010 to 12/31/2010
Organization: Duluth School District ISD#709
Total employee population: 1725

Annual Capitated Rate: \$17,595.00

Hourly Rates on fee-for-service offerings:

Critical Incident Stress Response:	\$150.00 (outside of covered hours)
Preparation Time for Customized Staff Training:	\$75.00
Customized Staff training delivery:	\$150.00

If travel and lodging is required for on-site services, the following rates apply:

Travel and lodging expenses include mileage at current IRS rate, travel time of \$50.00 per hour, and reasonable and customary food and lodging expenses.

Billing Cycle:

The first quarterly payment of \$4,398.75 is due 20 days following the starting date of the contract. The remaining contract amount will be billed in quarterly amounts of \$4,398.75.

Ad hoc service rates are billed as expenses are incurred.

PINWOOD-DULUTH, INC. PLACEMENT AGREEMENT

April 19, 2010 - June 10, 2010

The Duluth Board of Education, Special Services, 215 N. 1st Avenue E., Duluth, Minnesota, 55802, will place and is financially responsible for ~~Corey Commandeur~~ of ~~1010 N. Pinewood~~ Avenue, Duluth, Minnesota, 55811, from 04/19/10 to 06/10/10 at Pinewood-Duluth, Inc., 1102 E. Fourth Street, Duluth, Minnesota 55805. ~~Corey~~ is authorized to receive 1:3 services at an hourly rate of **\$13.92**. He is also authorized to receive 1:1 services at an hourly rate of **\$28.44**.

Half-Day Costs: The 1:3 cost for the above-stated time period shall not exceed \$1,030.08 (37 days x 2 hours/day = 74 hours). The 1:1 cost for the above-stated time period shall not exceed \$1,052.28 (37 days x 1 hour/day = 37 hours). Total overall cost for half days (3 hours/day) would be \$2,082.36. (Approximate cost per day for half days = \$56.28)

Full-Day Costs: The 1:3 cost for the above-stated time period shall not exceed \$2,575.20 (37 days x 5 hours/day = 185 hours). The 1:1 cost for the above-stated time period shall not exceed \$1,052.28 (37 days x 1 hour/day = 37 hours). Total overall cost for full days (6 hours/day) would be \$3,627.48. (Approximate cost per day for full days = \$98.04)

The Duluth Board of Education Special Services and Pinewood-Duluth, Inc. agree to abide by the provisions of the Purchase of Service Agreement made by St. Louis County Social Service Department and Pinewood-Duluth, Inc. The dates of the Purchase of Service Agreement are from 07/01/09 through 06/30/10.

This signed agreement authorizes Pinewood-Duluth, Inc. to bill the Duluth Board of Education Special Services for services rendered to ~~Corey Commandeur~~ between 04/19/10 and 06/10/10. Duluth Board of Education Special Services will be billed and make payment on a monthly basis. St. Louis County Social Service Department will provide ongoing monitoring and evaluation of service for conformance to the Purchase of Service Agreement. Pinewood-Duluth, Inc. will provide an annual progress report on the client.

This agreement shall not replace the above-named person's social history or service plan.

Additional Conditions

1. Pinewood will comply with all state and federal reporting requirements. Pinewood will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.
2. Pinewood consents to disclosure of Federal Employer Tax ID number and/or Minnesota Tax ID number already provided to the district.
3. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the contractor to file tax returns, pay delinquent taxes or other state liabilities.
4. Services must be provided to the satisfaction of the District and not in violation of any federal, state, or local laws, ordinances, rules and regulations. Pinewood will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.
5. The Director of Special Education shall supervise the contracted services to ensure that services are provided in accordance with client's IEPs.

Pinewood-Duluth Placement Agreement
April 19, 2010 – June 10, 2010

~~CONFIDENTIAL~~

Cancellation

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

Amendments

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

State Audit

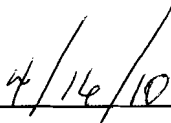
The books, records, documents and accounting procedures of the contractor and its employees relevant to this agreement must be made available by the State for a minimum of 6 years from the end of the agreement.

Liability

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



Director of Business Services,
William Hanson
Duluth School District



Date

Program Director, Chris Filteau
Pinewood-Duluth, Inc.

Date

INDEPENDENT SCHOOL DISTRICT NO. 709

MEMORANDUM OF AGREEMENT, made this 23rd day of April, 2010, between Independent School District No. 709, a public corporation, in the State of Minnesota, party of the first part, hereinafter called "ISD 709", and Normco Auctioneering, 350 Garfield Avenue, Duluth, MN. 55802, party of the second part, hereinafter called "Contractor",

WITNESSETH, that the said Contractor, in consideration of the covenants and agreements herein mutually entered into and under the conditions and penalties provided in the specifications hereto annexed, which specifications form an integral part of this contract and also under the penalty expressed in a bond hereto annexed, does for itself and for its successors, assigns, executors and administrators covenant, promise and agree to and with ISD 709 that Contractor shall and will at its own proper cost and expense and according to the best of its art and ability, do and perform all the work and furnish all materials (except only where otherwise especially provided herein to the contrary) which may be required in

building and completing the work required: For auction services at ISD 709 on May 22, 2010. Contractor shall provide and pay for printed advertising in local publications and post on the NORMCO website prior to the auction. ISD 709 agrees to pay a ten (10%) percent commission (or less) of the total receipts plus up to \$500.00 advertising costs following the auction, after receipt of information from NORMCO.

Together with all other words connected therewith or necessary thereto, in accordance with the specifications herein contained and in accordance with the plans and directions made and to be made from time to time as the work proceeds, said directions to form a part of this contract.

AUDIT:

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

CONSIDERATION:

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

CONTRACT DOCUMENTS:

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

1. Printed Memoranda of Agreement
2. Numbered Addenda

3. Advertisement for Bids, Contractor's Bid and Resolution

Awarding Contract

4. Plans and Specifications on File at ISD 709

5. Certificate of Insurance

6. Current Department of Labor Wage Rate Table

IN WITNESS WHEREOF, Independent School District No. 709 has caused these presents to be signed by the chair of the Board of Education, or its designee, and said Contractor shall hereunto set his/her hand the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: W. C. Hanson

Date: 4/26/10

Bill Hanson, CFO/Executive Director of
Business Services
School Board Designee

CONTRACTOR

By: [Signature]

Its: [Signature]

Date: 4-23-10

F.Y.: 09-10	Cost Center: 011091/9181	Contract Number: ISRS 579	Amount: \$ 1709.64	Sic Code:	NAICS: 611	Vendor #: 00148767	P.O. #: NA
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STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE/UNIVERSITY

CUSTOMIZED TRAINING INCOME CONTRACT

LAKE SUPERIOR COLLEGE (hereafter College/University) by virtue of its delegated authority from the Board of Trustees of the Minnesota State Colleges and Universities) and ISD #709, Duluth Schools (hereafter Purchaser) agree as follows:

I. DUTIES OF THE COLLEGE/UNIVERSITY. The College/University agrees to provide the following:

Title of Instruction/Activity/Service: American Red Cross: First Aid/CPR for Professional Health Care
Provider ALTH 1430-46

Dates of Training: April 19, 2010
May 3, 4, 10, 2010
4:00 pm to 8:00 pm
Room E2422

Instructor/Trainer/Consultant: Dairlyn Gower

Other Provisions: None

II. DUTIES OF THE PURCHASER: NA

III. SITE OF INSTRUCTION/ACTIVITY: Lake Superior College Classroom E2422
2101 Trinity Road
Duluth, MN 55811

IV. CONSIDERATION AND TERMS OF PAYMENT:

Cost: Cost of Instruction/Activity/Service (Lump Sum): for up to twelve (12) participants attending the Secondary Technical Center, textbooks and materials included. Cost breakdown per student: Tuition \$142.47 X 12 = \$1709.64; TOTAL \$1709.64

Notwithstanding the thirty (30) day notice period established in paragraph VII, in the event that the Purchaser desires to cancel or reschedule the Instruction/Activity/Service due to low enrollment, Purchaser shall give at least 10 days notice in writing to the College/University's authorized agent to cancel or reschedule. If the Instruction/Activity/Service is canceled as provided herein, the College/University shall be entitled to payment calculated according to paragraph VII. If the Instruction/Activity/Service is rescheduled as provided herein, payment shall be according to this paragraph IV.

B. Terms of Payment. The College/University will send an invoice for the Instruction/Activity/Service performed. **The Purchaser will pay within 30 days of receiving the invoice.** Please send payment to:

Lake Superior College
Workforce Development
2101 Trinity Road
Duluth, MN 55811

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

Purchasers authorized agent: Joe Hill, Assistant Superintendent/Jim Arndt, Principal STC

B. College/University's authorized agent: Steve Wagner, VP Workforce & Community Development

VI. TERM OF CONTRACT.

A. Effective Date April 19, 2010

B. End Date: May 10, 2010, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

VII. CANCELLATION. This contract may be canceled by the Purchaser or the College/University at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the College/University shall be entitled to payment, determined on a pro rata basis, for work or Instruction/Activity/Service satisfactorily performed.

VIII. ASSIGNMENT. Neither the Purchaser nor the College/University shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

IX. LIABILITY. Purchaser agrees to indemnify and save and hold the College/University, its representatives and employees harmless from any and all claims or causes of action arising from the performance of this contract by the Purchaser or the Purchasers agents or employees. This clause shall not be construed to bar any legal remedies the Purchaser may have for the College/University's failure to fulfill its obligations pursuant to this contract.

X. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. The Purchaser agrees that in fulfilling the duties of this contract, the Purchaser is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

XI. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

XII. DATA PRACTICES. The Purchaser agrees to comply with the Minnesota Data Practices Act as it applies to all data provided by the College/University in accordance with this contract and as it applies to all data created, gathered, generated, or acquired in accordance with this contract.

April 13, 2010

XIII. RIGHTS IN ORIGINAL MATERIALS. The college shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed by the College/University and its employees individually or jointly with others or any subcontractor in the performance of its obligations under this contract. This provision shall not apply to the following materials:
N/A

XIV. JURISDICTION AND VENUE. This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

XV. OTHER PROVISIONS. (Attach additional page(s) if necessary):
N/A

PURCHASERS ADDRESS. ISD #709, Duluth Schools
Attn: Joe Hill, Assistant Superintendent
215 North First Avenue East
Duluth, MN 55802
Phone: 218-336-8752

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By Joe Hill
Title Assistant Superintendent
Date

W. K. Hanson
CFO
4/14/10

By Jim Arndt
Title STC, Principal
Date

**2. MINNESOTA STATE COLLEGES AND
UNIVERSITIES
Lake Superior COLLEGE/UNIVERSITY**

By Steve Wagner
Title VP Workforce & Community Development
Date April 13, 2010

April 13, 2010