

DECC

DULUTH ENTERTAINMENT CONVENTION CENTER RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

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

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

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

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

Contact Name: **William Crandall**

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

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

June 7, 2011 (Tuesday)

French River Room

Lake Superior Ballroom (Sections J & K)

Room (for riser storage – no charge)

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

\$1,700.00 (One Thousand Seven Hundred Dollars and no cents)

Plus the following:

Additional Microphone: \$26.00

DECC Screen/AV Cart: \$43.00

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

DECC Parking Passes: \$4.00 each, or current rate

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 creation 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 26th day of October, 2010

DULUTH ENTERTAINMENT CONVENTION CENTER

Attest: _____
President
Duluth Entertainment Convention Center
Authority

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

WCHanson

Permittee Signature

CFO

Permittee Title

12/22/10

Date

Rev 12 08



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	\$1.00 each
Portable Full Length (3 available)	\$10.00 each
Pegboard (50 available – 4' x 8')	\$42.00 each
Plano	\$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. (218) 722-6219 www.avrduluth.com National Audio Visual (218) 722-7355 www.nationalaudiovisual.com

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

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

September 2010

I. THE PURPOSE OF THE COLLABORATION

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

II. BRIEF DESCRIPTION OF THE COLLABORATION

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

III. PARTIES INVOLVED AND KEY COLLABORATION CONTACT PERSONS

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

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

A. Child Health and Developmental Services (1304.20)

Description:

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

Responsibility:

- Duluth Head Start Health Coordinator
- Duluth Head Start Disabilities Coordinator
- Duluth Head Start Director
- YWCA Childcare Director

B. Education and Early Childhood Development (1304.21)

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

-Duluth Head Start
Education Coordinator
-Duluth Head Start
Director
-YWCACHildcare Director

C. Child Health and Safety (1304.22)

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

-Duluth Head Start Health
Coordinator
-Duluth Head Start
Director
-YWCACHildcare Director

D. Child Nutrition (1304.23)

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

-Duluth Head Start
Nutrition Coordinator
-Duluth Head Start
Director
-YWCACHildcare Director

E. Child Mental Health (1304.24)

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

-Duluth Head Start Mental
Health Coordinator
-Duluth Head Start Mental
Health Consultant
Duluth Head Start Director
-YWCACHildcare Director

F. Family Partnerships (1304.40)

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

Responsibility:
-Duluth Head Start Family
Services Coordinator
-Duluth Head Start
Director
-YWCACHildcare Director

trainings, and communication and to secure a policy council representative.

YWCA EARLY CHILDHOOD CENTER RESPONSIBILITIES:

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

V. PROGRAM DESIGN AND MANAGEMENT:

- A. The Duluth Head Start Director and YWCA Early Childhood Center Director shall each be responsible for the performance of their respective staffs. All staff members will follow rules and regulations of the Head Start performance standards and the Minnesota Department of Human Services Rule 3 for Child Care Centers.
- B. The Duluth Head Start Collaboration Teacher/Advocate and YWCA Childcare Director, with assistance from the Duluth Head Start program staff, are responsible for compliancc with the facilities, materials and equipment performance standards.
- C. The YWCA Childcare Director and Duluth Head Start Director will review this agreement at the start of each academic year and make any modifications necessary, as agreed upon by both parties.

VI. PROGRAM COORDINATION EXPECTATIONS

- A. Meetings between the YWCA Site Manager and Duluth Head Start Collaboration Teacher /Advocate will be held at least monthly to discuss collaboration concerns, issues and progress and to insure clear communication between the two parties.
- B. The Duluth Head Start Collaboration Teacher/Advocate will meet with each YWCA teacher twice each month for the purposes of supporting the Duluth Head Start and YWCA Early Childhood program goals, objectives, and philosophy and mission statements. This support includes lesson planning, individualization, assessment and hest practices in early childhood education and problem solving.
- C. The Duluth Head Start Director, Coordinators and the YWCA Childcare Center administrative staff will meet at least quarterly for the purposes of reviewing progress, solving joint issues and concerns in support of this collaboration.
- D. Communication between YWCA Early Childhood staff and the Duluth Head Start staff will he open and respectful. Problems and issues will be addressed in a constructive and inclusive manner. Problems may he resolved at the center level with the Duluth Head Start Collaboration Teacher/Advocate or YWCA Childcare Site Manager mediating and guiding discussion. Problems not resolved at the center level should

be resolved by discussing them up the chain of command. The next step would be to include either or both the Duluth Head Start Director and YWCA Early Childhood Center Director and YWCA Executive Director and finally the Head Start Policy Council and the YWCA Early Childhood Board of Directors.

VIII. EVALUATION AND PROGRAM IMPROVEMENTS

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

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

C. Annual Assessment of Partnership: The YWCA Early Childhood Center Director and the Duluth Head Start Director will each solicit feedback from their management staffs about whether or not the partnership is functioning to the benefit of families and the Early Head Start/ YWCA Early Childhood Center programs. Assessments and evaluations will be reviewed jointly. Additionally, the financial impact of the partnership will be reviewed.

IX. PARTICIPATION AND ELIGIBILITY GUIDELINES

A. Eligible families must meet Head Start income guidelines and/or the state childcare subsidy eligibility criteria for full-day child care services.

B. Families are responsible for paying their required monthly family fee as per subsidy rules.

C. Families will retain their Head Start eligibility as specified by Head Start regulations.

D. Should a family lose their childcare subsidy or is soon to do so, the Duluth Head Start Teacher/ Advocate will offer assistance as needed to help the child remain in childcare and the parent to regain the subsidy. If this is not possible, the teacher/advocate will work with the parent to secure the best possible placement for the child, including possible temporary enrollment in Duluth Head Start Families in Transition services as per the availability of space.

E. Eligible children entering YWCA Early Childhood Center may be recruited for Early Head Start Head Start all year long depending upon available space. Children will be accepted into the Early Head Start program between the months of September and April. Family participation may range from two full days a week to five full days a week.

X. TERMINATION OF AGREEMENT

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

Made and entered into this 14 day of October 2010

ELLEN O'NEILL

Printed Name
YWCA Executive Director

Ellen O'Neill

Signature
YWCA Executive Director

PAMELA M. REES

Printed Name
Duluth Head Start Director

Pamela M. Rees

Signature
Duluth Head Start Director

BILL HANSON

Printed Name
ISD 709

Bill Hanson

Signature
ISD 709

**DULUTH HEAD START
JOB DESCRIPTION**

JOB TITLE: Head Start Childcare Collaboration Teacher/Advocate

IMMEDIATE SUPERVISOR: Head Start Director

DEPARTMENT: ISD 709 E-12 Operations

PAY GRADE ASSIGNMENT: Duluth Federation of Teachers, Local 692, A.F.T., and Teachers' Salary Schedule

MINIMUM QUALIFICATIONS: Minimum Bachelor's degree in Early Childhood with a valid MN Pre-Kindergarten or Early Childhood Education teaching license. Current CPR/ First Aid certificate required.

DESIRED QUALIFICATIONS: Coursework and/or experience in relationship based teaching with preschool children; families from a variety of social and cultural backgrounds and families living in economic poverty. Ability to demonstrate effective verbal and written communication skills and to work independently. Computer literacy. Valid driver's license and access to reliable transportation.

DUTIES AND RESPONSIBILITIES:

Responsible for compliance with Head Start Performance Standards and regulations in the area of childcare collaborations, child development, individualization, assessment and classroom instruction; and Parent Involvement and Family Partnership Agreements;

Facilitate the collaborative relationship between Head Start and the childcare collaboration site;

Provide instruction, coaching and support to childcare collaboration site staff in the areas of Head Start performance standards, child development, individualization, assessment and classroom instruction and parent involvement;

Provide advocacy and support for Head Start parents and/or guardians of Head Start families;

Communicate on a regular basis, at least monthly, with families providing follow-up, reminders, updates, parent meeting opportunities and other Head Start communication;

Develop and implement individualized Family Partnership Agreements including goal setting and follow-up;

Provide information about and referrals to community resources;

Manage crisis intervention in conjunction with Head Start staff and Mental Health

specialists offering community resources and referrals;

Assist families in meeting the Head Start health requirements including well-child check-ups, immunizations and dental health screenings;

Responsible for Child Plus database data collection, entry and reporting in the areas of education, individualization, assessment and family services;

Assist in the development and implementation of individualization plans for students; Assist in the implementation of Individual Education Plans, (IEP) goals and strategies in cooperation with special education staff;

Schedule and conduct parent-teacher conferences twice each year;

Schedule and conduct home visits twice a year;

Plan and implement monthly parent meetings;

Follow school district and Head Start policies and procedures including plans for behavior management;

Order, maintain and keep an inventory of classroom supplies and equipment purchased with Head Start funds;

Collaborate with other school district and Head Start staff;

Participates in staff development and ongoing training;

Carry out roles and responsibilities as a mandated reporter;

Other duties as assigned by supervisor.

The Head Start job description further defines the roles and responsibilities of staff covered within the ISD 709 teacher job description.