



Special Services Department  
Independent School District #709  
Duluth, MN 55802

## CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES

This contract entered into this day June 22, 2010 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Pre-School** (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 ~~Jacob Warren~~ 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 ~~Jacob Warren~~ for 3 days per week (Monday, Wednesday and Friday, 8:00-1:00 p.m.).
  2. The AGENCY shall perform these services at: 2310 E 4<sup>th</sup> Street, Duluth MN.
  3. The approximate date the service will begin is February 26, 2010, and shall not extend beyond June 10, 2010; the contract not to exceed a total of 4 months of service and a total cost not to exceed \$666.00 (\$18 per ½ 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 15<sup>th</sup> of each month for the preceding month.
-

**Page 2 - Contract for Purchase of Special Education Services**

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:**

Congdon Creek Preschool  
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 6/23/10

.....  
**Special Services Department**  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By Marcia Hoff  
Director

Date 6/23/10



Special Services Department  
Independent School District #709  
Duluth, MN 55802

## **CONTRACT FOR PURCHASE OF SPECIAL EDUCATION SERVICES**

This contract, entered into this day June 2, 2010 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and UMD Children's Place (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 ~~Eric Pearson~~ 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 ~~Eric Pearson~~ for 4 hours per 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 Dr.
  3. The approximate date the service will begin is Sept 9, 2010, and shall not extend beyond December 14, 2010; the contract not to exceed a total of 14 weeks of service and a total cost of \$1,400.00 (40 half days @ \$35.00 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 15<sup>th</sup> day of each month for the preceding month.
-

**Page 2 - Contract for Purchase of Special Education Services**

- 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:**

Umo Children's Place  
Name of Agency

By Lisa Klassen  
Authorized Agent

6/21/10  
Date

.....  
**INDEPENDENT SCHOOL DISTRICT #709**

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

Date 4/23/10

.....  
**Special Services Department**  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By Marcia Hoff  
Director

Date 6/2/10

## INDEPENDENT SCHOOL DISTRICT NO. 709

MEMORANDUM OF AGREEMENT, made this 17<sup>th</sup> day of June, 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 June 26, 2010 (Denfeld – on site). 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: \_\_\_\_\_

*6/23/10*

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

CONTRACTOR

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

*[Signature]*

Its: \_\_\_\_\_

*[Signature]*

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

*6-22-10*

## AGREEMENT

**THIS AGREEMENT** made and entered into this 24th day of June, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Debra Maggie Pohlen Kazel, 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. This Agreement shall be deemed to be effective as of June 25, 2010, and shall remain in effect until July 15, 2010, 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: Integration Specialist Training Manual draft and initial Staff Development planning

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 \$3,750.00. 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 ~~577-66-9754~~

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of \$1,875.00 at the start of the contract and \$1,875.00 at the completion of the contract.

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 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 care of Debra Maggie Pohlen Kazel, 1010 East 6<sup>th</sup> Street Superior, Wisconsin 54880, phone: (218) 340-0098.



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.

*Al Murray Pohlen Kojal*  
Program Director date

*June 24, 2010*  
Contract date

*W. K. Hanson*  
Director of Business Service 6/25/10 date



# UNIVERSITY OF MINNESOTA

## USE AND SERVICES AGREEMENT

**THIS USE AND SERVICES AGREEMENT** (the "Agreement") is entered into effective as of September 1, 2010, by and between the Regents of the University of Minnesota, a Minnesota constitutional corporation the ("University"), and Duluth Public Schools ISD 709, a Minnesota public school district ("Licensee"). This Agreement is entered into by the University through its Department of Communication Sciences and Disorders (the "Department").

### RECITALS

**WHEREAS**, Department operates the Robert F. Pierce Speech-Language-Hearing Clinic on the University's Duluth campus located at 156 Chester Park, 31 West College Street, Duluth, MN 55812 (the "Clinic"); and

**WHEREAS**, Licensee desires to use space in the Clinic to conduct audiological assessment of eligible students in Licensee's school district ("Licensee's clients"); and

**WHEREAS**, University is willing to permit Licensee to use certain space, equipment, materials and services in the Clinic, all as further described and subject to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises and the provisions contained herein, the parties agree as follows:

**1. Grant of License.** University grants to Licensee a non-exclusive license for shared use of the laboratory and testing booth and exclusive use of Room 176 in the Clinic, as shown on the attached Exhibit A, for the sole purpose of conducting audiological testing and assessments of Licensee's clients, during normal business hours and by appointment only, and for no other purpose. In connection with such use, University grants to Licensee, on a non-exclusive basis, reasonable use of telephones located in the Clinic (for local calls only), of one parking place for Licensee's audiologist, and of general parking for Licensee's clients. Licensee's use of the laboratory and testing booth shall be scheduled in advance with University. Licensee shall be required to provide all assessment and evaluation templates and documents for Licensee's clients seen at the Clinic.

Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Clinic for any purpose whatsoever and at any time during the term of the License, provided that University does not unreasonably disturb Licensee's use of the Clinic as provided in this Agreement. Licensee shall use the Clinic in accordance with the terms and conditions of this Agreement, all University rules and regulations and all federal, state and local laws, ordinances, rules and regulations (including copyright or similar laws).

**2. Description of Services.** In connection with the license granted in Section 1, University shall render to Licensee for its reasonable and non-exclusive use during normal business hours the following services during the term of this Agreement:

**2.1 Calibration of Audiological Equipment.** University shall conduct calibration of Licensee's portable audiometers, tympanometer and hearing test box (the "Equipment") on a schedule in accordance with professional practice standards.

**2.2 Secretarial Services.** University shall provide secretarial services to Licensee for scheduling of Licensee's testing of Licensee's clients. University shall be responsible for all employer obligations of University employees providing such secretarial services. All testing of Licensee's clients must be scheduled through University's secretary.

**2.3 Office Supplies, Lab Materials and Services.** Licensee may use lab supplies (towels, swabs and equipment cleaning supplies), office supplies (folders and blank client logs), Ethernet, the postage meter and the copier located in the Clinic.

Except as described in this Section 2, no other equipment and services shall be made available to Licensee by University.

**3. Term and Termination.**

**3.1 Term.** The term of this Agreement shall be ten months, beginning on September 1, 2010 and ending on June 30, 2011, unless earlier terminated pursuant to Section 3.2 or 13 below.

**3.2 Termination.** Either party may terminate this Agreement at any time without cause, upon sixty (60) days' written notice to the other. Upon such termination, Licensee shall make payment of amounts owing to University through the termination date. In the event the Clinic become unusable for the purposes contemplated herein due to fire or other damage or destruction through no fault of Licensee, Licensee shall have the right to immediately terminate this Agreement as of such date and upon payment of all amounts owing to University through the date of termination.

**4. Fees.** For use of the Clinic and the services described in Sections 1 and 2 above, Licensee shall pay the University as follows (altogether, the "Fees"):

**4.1 License Fee.** Licensee agrees to pay to University a license fee for use of the Clinic in the amount of \$100.00 per month, in advance, on or before the first day of each month.

**4.2 Fee for Calibration Services.** Licensee agrees to pay to University for calibration of Equipment the amount of \$166.00 per month, in advance, on or before the first day of each month. Such fee shall be due and payable regardless of whether Licensee actually uses the Equipment during the applicable month.

**4.3 Fee for Secretarial Services.** Licensee agrees to pay to University a fee for secretarial services in the sum of \$424.60 per month, in advance, on or before the first day of each month. Such payment shall be due and payable regardless of the amount of secretarial services used by Licensee during the applicable month.

**4.4. Additional Fees.** Licensee shall pay a charge of \$2.00 for each of Licensee's clients served in the Clinic and a photocopying fee of \$0.10 per page. Licensee shall pay such fees within 10 days of receipt of an invoice from University.

If the Term commences on a day other than the first day of the month, or terminates on a day other than the last day of a month, or both, the Fees payable for the partial month(s) shall be prorated on a daily basis. If Licensee fails to make any payment within ten (10) days after the payment is due, Licensee shall be obligated to pay a late payment fee of five percent (5%) of the overdue amount, and, in addition, any payment which is not paid within thirty (30) days after the amount is due shall bear a finance charge at an annual rate of twelve percent (12%), one percent (1%) per month, from the first day due until paid. Payments received will be applied first to the late payment fee, then to the finance charge, and then to the base amount due. A fee of twenty and no/100 dollars (\$20.00) shall be paid by Licensee for all checks returned by the bank due to insufficient funds, account closed, or for any other reason.

**5. Environmental.** Licensee will not install, use, generate, store, or dispose of in or about the Clinic any hazardous substance, toxic chemical, pollutant, or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or the Minnesota Environmental Response and Liability Act or any similar law or regulation, including without limitation any material containing asbestos or PCBs (collectively "Hazardous Materials") without University's prior written approval of each Hazardous Material. Licensee will indemnify, defend and hold harmless University from and against any claim, damage, or expense arising out of Licensee's installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether University has approved the activity.

**6. Alterations.** Licensee may not redecorate, change or alter the Clinic, nor may Licensee display any signs on or within the Clinic.

**7. Personal Property.** Licensee is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Clinic before, during or after the term of the Agreement.

**8. Liability.** Licensee and University will each be responsible for their own acts and the acts of their directors, agents, employees and invitees, to the extent authorized by law, and will not be responsible for the acts of the other party, or its directors, agents, employees or invitees. Licensee's liability is governed by the provisions of Minnesota Statutes Chapter 466 and University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

**9. Insurance.** Licensee will obtain and keep in force comprehensive general liability insurance, including coverage for bodily and personal injury, property damage, and professional liability, with limits of not less than \$1,000,000 each occurrence and \$3,000,000 combined single limit. Licensee will also obtain and keep in force workers' compensation and Part B Employer's Liability insurance to the extent required by law and furnish proof of such insurance upon request. Licensee may self-insure for the coverages required in this section.

**10. Assignment.** Licensee may not assign its rights under this Agreement.

**11. Surrender.** Licensee will, at the termination or expiration of this Agreement, remove all of its personal property and equipment from the Clinic and will quietly yield and surrender the Clinic to the University in the same good condition that existed when it took them, normal wear and tear excepted. Personal property not removed by Licensee will be considered abandoned and University may dispose of it as it as permitted by law.

**12. Notices.** All notices, demands, and communications under the terms and conditions of this Agreement shall be given in writing and sent by first class mail to the below addresses for each of the parties or to such other addresses as may from time-to-time be requested by University and Licensee.

If to the University: University of Minnesota  
Attn.: Ginger DeRosier  
c/o Real Estate Office  
424 Donhowe Building  
319-15th Avenue SE  
Minneapolis, MN 55455-0199

With a copy of  
notices of default to: University of Minnesota  
Office of the General Counsel  
Attn.: Transactional Law Services Group  
360 McNamara Alumni Center  
200 Oak Street SE  
Minneapolis, MN 55455-2006

If to the Licensee: Duluth Public Schools, ISD 709  
Attn: Bill Hanson, Director of Business & Finance  
Central Administration Building  
215 North 1<sup>st</sup> Avenue East  
Duluth, MN 55802  
Phone No.: 218-336-8704  
Facsimile: 218-336-8773

**13. License Only, Termination and Remedies.** Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement, lease or other interest in real property. If Licensee fails to comply with the terms and conditions of this Agreement, University

will be entitled to immediately terminate this Agreement and exercise all other legal and equitable remedies available to University.

IN NO EVENT WILL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT.

**14. Use of University Name or Logo.** Licensee may not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University, Extension, SGE or the name of any representative of the University without the written permission of the University in each instance.

**15. Amendments.** This Agreement will be amended only in a writing duly executed by all the parties to this Agreement.

**16. Governing Law; Forum.** The laws of the state of Minnesota will govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement will be brought in the state courts of Minnesota.

**17. Entire Agreement.** This Agreement (including all exhibits) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

**18. Counterparts.** This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, University and Licensee have executed this Agreement as of the date set forth above.

**Regents of the University of Minnesota**

**Duluth Public Schools, ISD 709**

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

By: Bill Hanson

Name: \_\_\_\_\_

Name: Bill Hanson

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

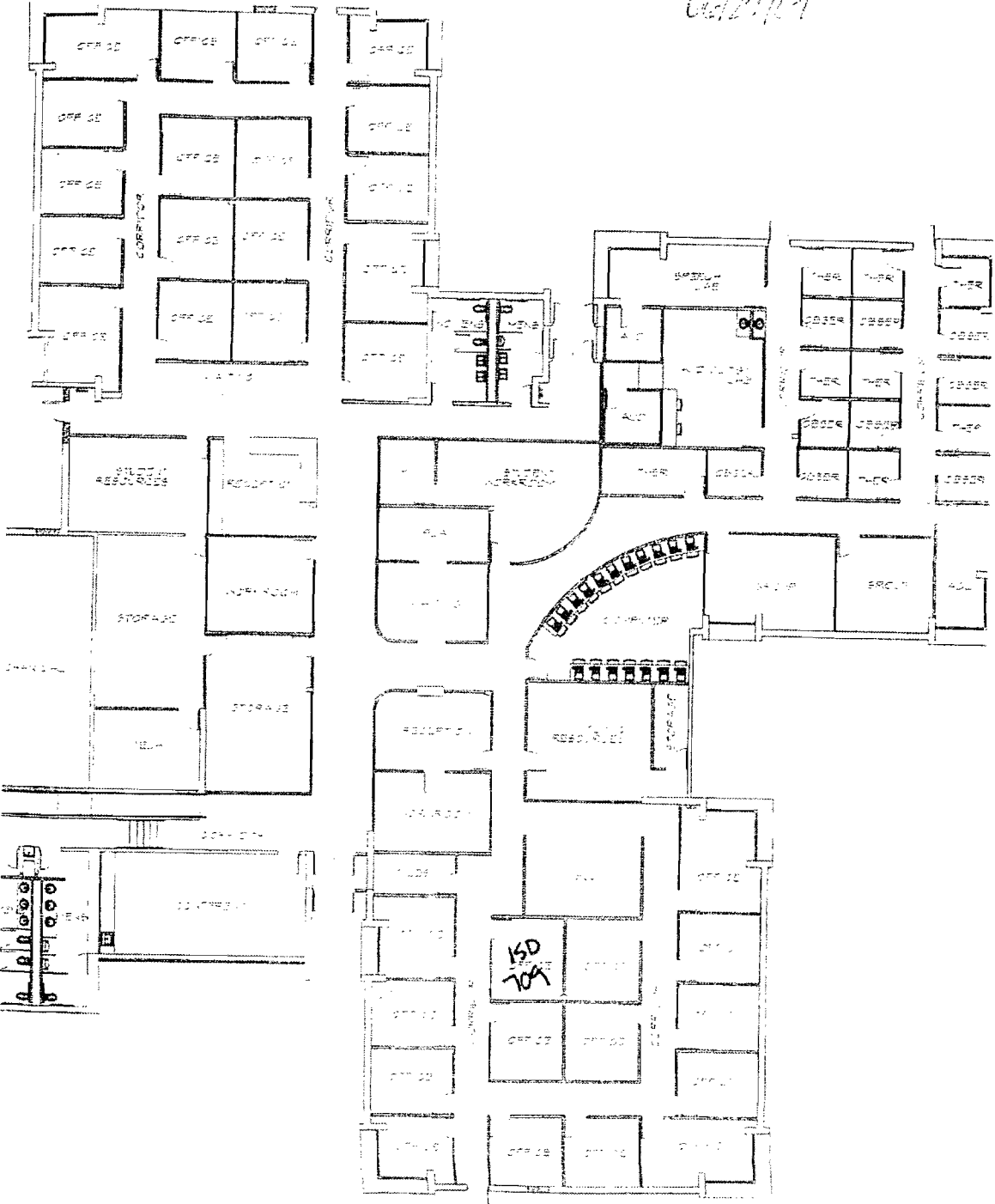
Title: CFO

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

Date: 4/1/10

**EXHIBIT A**  
**Depiction of Clinic**

*Old 2011*



## INDEPENDENT SCHOOL DISTRICT NO. 709

MEMORANDUM OF AGREEMENT, made this 1st day of July, 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 Twin Ports Cold Storage, 120 N. 12<sup>th</sup> Street, Superior, WI 54880, 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: Furnish Food/Commodity Freezer and Cooler Storage for ISD 709 - Child Nutrition Dept. as specified in Quote #4038 – Dated: May 27, 2010. Contract period: October 1, 2010 through June 30, 2014. This is the first (1<sup>st</sup>) yr of a 4 yr contract, renewable by mutual agreement each October 1<sup>st</sup>.

For the period: October 1, 2010 through June 30, 2011.  
Est. Annual Rate: \$6,000.00



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: Bill Hanson

Date: 4/11/10

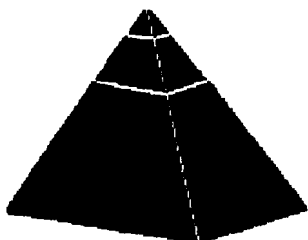
Bill Hanson, CFO/Executive Director of  
Business Services  
School Board Designee

CONTRACTOR

\* By: Bradley Thompson

Its: \_\_\_\_\_

Date: 6-9-10



Renaissance Learning, Inc  
2911 Peach Street  
P.O. Box 8036  
Wisconsin Rapids, WI 54495-8036

Order Information Department  
Phone: (800) 338-4204  
Fax: (877) 988-8051

# FAX Cover Sheet

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*To:* Gregg Maus  
*Fax Number:* 2187287495  
*Date:* May 27, 2010  
*Time:* 1:09:58 PM

*From:* Nancy Miloch  
*Subject:* Hosting Agreement for Customer:  
*Pages:* 3

---

**Note:**

Renaissance Learning, Inc.

FAX Recipient: Gregg Maus

FAX Recipient Organization: Woodland Hills Academy

**NOTES:**

Hello Mr Maus,

Before we can process quote 531203 for Woodland Hills Academy we need the attached hosting agreement signed.

Please fax both pages back to my attention at 877-988-8051.

Thank you,

Nancy Miloch  
Order Information

## Renaissance Learning™, Inc. Application Hosting Agreement

**1. Recitals and Definitions.** This application hosting agreement ("Agreement") is made between Renaissance Learning, Inc. ("RLI") and Woodland Hills Academy, Duluth, MN ("Customer"). Customer desires RLI to provide an application hosting service for certain RLI software licensed by Customer ("Hosted Application(s)"), which is installed on servers located within the RLI hosting network and accessed by Customer via the Internet, and RLI desires to provide such application hosting service to Customer pursuant to the terms and conditions found in this Agreement. NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby agreed between the parties as follows:

**2. Description of Application Hosting Services ("Hosting Services").** RLI shall provide access to the Hosted Application for those schools in the Customer's district that have purchased Hosting Services from RLI, as evidenced by a Customer purchase order or a quote accepted by Customer ("Order") which shall be deemed to be part of this Agreement. This Agreement solely covers the installation and use of separately licensed applications via the RLI hosting network. No license to use any software is explicitly stated or implied within this Agreement, all software applications must be licensed separately. License terms are contained within each Hosted Application and must be accepted by Customer in each respective application.

**3. Access to Hosted Application.** Access rights granted to Customer shall be limited to those access rights necessary to use the functions provided in the Hosted Application. RLI reserves the right to restrict or prevent access to (i) any and all functions that access critical server or system resources; (ii) directly modify the Hosted Application directories or database; or (iii) violate the terms of any Hosted Application software license agreement. RLI will provide Customer with an administrative logon ID and other information necessary to: connect to, access, and, use the Hosted Application.

**4. Customer Responsibilities and Acknowledgements.** Customer agrees and understands that:

- (i) The Hosted Application will be housed at an RLI chosen facility, and will operate on servers determined by RLI;
- (ii) Under this Agreement, RLI will only provide the services described in paragraph 2 and 3 above;
- (iii) Customer covenants that it will purchase, has purchased, or has otherwise legally obtained licenses for each Hosted Application, and represents to RLI that it has the right and power to enter into this Agreement;
- (iv) Customer will only use the Hosted Applications in accordance with the software license agreement terms, will not make any Hosted Application available to any third party and, in particular will not allow Accelerated Reader quizzes to be taken from outside Customer's school or district facilities.
- (v) Use of computer technology, public utilities and the internet are inherently subject to uncertainties and there can be no assurances that the Hosting Services will be uninterrupted, error-free, virus free, without slow response time, or completely secure; and,
- (vi) Nothing in this Agreement shall be construed as granting Customer any additional rights to any Hosted Application, or as modifying any software license agreement.

**5. Term, Termination and Renewal.** This Agreement shall be effective as of the date of Customer's Order and continue for the period of the Hosting Services purchased. If Customer purchases an additional period of Hosting Services, this Agreement will apply to that subsequent period. Either party may terminate this Agreement upon 60 days written notice to the other party. Customer access to the Hosted Application will be discontinued upon the effective date of termination.

**6. Confidentiality.** In accordance with FERPA, RLI shall not disclose any personally identifiable student records from the Hosted Application's database to any third party except: (i) if required by law or valid court order, (ii) as directed in writing by Customer or, (iii) as permitted elsewhere in this agreement. RLI and its contractors may use data in the Hosted Application's database: (i) to maintain and improve application performance or functionality, (ii) for general research and, (iii) for other valid purposes. Any contractors of RLI shall be subject to the same obligation of confidentiality as RLI.

Customer will not disclose to any third party any confidential or proprietary information of RLI or any technical information relative to the setup and security of the Hosting Service including but not limited to Hosting Service Internet addresses, passwords, Internet URL's, Virtual Private Network setup and encryption key information, unless such disclosure is approved in writing by RLI.

**7. Disclaimer of Warranties.** ALL SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED OR PERFORMED ON AN "AS IS" BASIS, AND CUSTOMER USE OF THE SERVICES IS SOLELY AT ITS OWN RISK. CUSTOMER'S EXCLUSIVE REMEDY IS TERMINATION AS SET FORTH IN PARAGRAPH 5 OF THIS AGREEMENT. RLI DOES NOT MAKE, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. RLI DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT SLOW RESPONSE TIME, OR COMPLETELY SECURE. IN NO EVENT SHALL RLI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, LOST PROFITS, LOST OR STOLEN DATA, DAMAGES, DELAYS INTERRUPTIONS, OR VIRUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY, RLI'S AGGREGATE LIABILITY TO CUSTOMER (INCLUDING ATTORNEY'S FEES), IF ANY, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID TO RLI BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED.

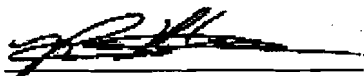
**8. Force Majeure.** Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, hurricane, tornado, snowstorm, epidemic, accident, explosion, casualty, virus or other malicious software, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, act of terrorism, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

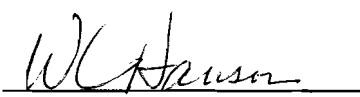
**9. Miscellaneous.** This Agreement supersedes all previous agreements between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors, assigns, subsidiaries, affiliates, and administrators. No modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of RLI at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of RLI thereafter to enforce each and every provision thereof in accordance with its terms. Customer may not assign its rights or obligations under this Agreement without the written consent of RLI except that this Agreement may be assigned to a successor and it shall be binding upon the successor. This Agreement is freely assignable by RLI. This Agreement shall be governed by the laws of the state of Wisconsin and the exclusive venue for disputes arising out of or related to this Agreement shall be an appropriate state or federal court located in Wisconsin.

This agreement is duly executed by the authorized representatives noted below.

RENAISSANCE LEARNING, INC.

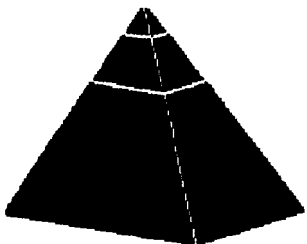
CUSTOMER

Signature:   
Name: Robert R. Case  
Title: Director Technical Services  
Date: 5/27/2010

Signature:   
Name: Bill Hanson  
Title: CFO  
Date: 6/11/10

373251 - Woodland Hills Academy

Questions on your quote? Please call your Renaissance Learning, Inc. Sales Representative, Annette Wanta, at (866)846-0756.



Renaissance Learning, Inc  
2911 Peach Street  
P.O. Box 8036  
Wisconsin Rapids, WI 54495-8036

Order Information Department  
Phone: (800) 338-4204  
Fax: (877) 988-8051

# FAX Cover Sheet

---

*To:* Gregg Maus  
*Fax Number:* 2187287495  
*Date:* May 27, 2010  
*Time:* 1:06:38 PM

*From:* Nancy Miloch  
*Subject:* Hosting Agreement for Customer:  
*Pages:* 3

---

**Note:**

Renaissance Learning, Inc.

FAX Recipient: Gregg Maus  
FAX Recipient Organization: Merritt Creek Academy

NOTES:  
Hello Mr Maus,

Before we can process quote 531197 for Merritt Creek Academy we need the attached hosting agreement signed.

Please fax both pages back to my attention at 877-988-8051.

Thank you,

Nancy Miloch  
Order Information

## Renaissance Learning™, Inc. Application Hosting Agreement

**1. Recitals and Definitions.** This application hosting agreement ("Agreement") is made between Renaissance Learning, Inc. ("RLI") and Merritt Creek Academy, Duluth, MN ("Customer"). Customer desires RLI to provide an application hosting service for certain RLI software licensed by Customer ("Hosted Application(s)"), which is installed on servers located within the RLI hosting network and accessed by Customer via the Internet, and RLI desires to provide such application hosting service to Customer pursuant to the terms and conditions found in this Agreement. NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby agreed between the parties as follows:

**2. Description of Application Hosting Services ("Hosting Services").** RLI shall provide access to the Hosted Application for those schools in the Customer's district that have purchased Hosting Services from RLI, as evidenced by a Customer purchase order or a quote accepted by Customer ("Order") which shall be deemed to be part of this Agreement. This Agreement solely covers the installation and use of separately licensed applications via the RLI hosting network. No license to use any software is explicitly stated or implied within this Agreement, all software applications must be licensed separately. License terms are contained within each Hosted Application and must be accepted by Customer in each respective application.

**3. Access to Hosted Application.** Access rights granted to Customer shall be limited to those access rights necessary to use the functions provided in the Hosted Application. RLI reserves the right to restrict or prevent access to (i) any and all functions that access critical server or system resources; (ii) directly modify the Hosted Application directories or database; or (iii) violate the terms of any Hosted Application software license agreement. RLI will provide Customer with an administrative logon ID and other information necessary to connect to, access, and, use the Hosted Application.

**4. Customer Responsibilities and Acknowledgements.** Customer agrees and understands that:

- (i) The Hosted Application will be housed at an RLI chosen facility, and will operate on servers determined by RLI;
- (ii) Under this Agreement, RLI will only provide the services described in paragraph 2 and 3 above;
- (iii) Customer covenants that it will purchase, has purchased, or has otherwise legally obtained licenses for each Hosted Application, and represents to RLI that it has the right and power to enter into this Agreement;
- (iv) Customer will only use the Hosted Applications in accordance with the software license agreement terms, will not make any Hosted Application available to any third party and, in particular will not allow Accelerated Reader quizzes to be taken from outside Customer's school or district facilities.
- (v) Use of computer technology, public utilities and the internet are inherently subject to uncertainties and there can be no assurances that the Hosting Services will be uninterrupted, error-free, virus free, without slow response time, or completely secure; and,
- (vi) Nothing in this Agreement shall be construed as granting Customer any additional rights to any Hosted Application, or as modifying any software license agreement.

**5. Term, Termination and Renewal.** This Agreement shall be effective as of the date of Customer's Order and continue for the period of the Hosting Services purchased. If Customer purchases an additional period of Hosting Services, this Agreement will apply to that subsequent period. Either party may terminate this Agreement upon 60 days written notice to the other party. Customer access to the Hosted Application will be discontinued upon the effective date of termination.

**6. Confidentiality.** In accordance with FERPA, RLI shall not disclose any personally identifiable student records from the Hosted Application's database to any third party except: (i) if required by law or valid court order, (ii) as directed in writing by Customer or, (iii) as permitted elsewhere in this agreement. RLI and its contractors may use data in the Hosted Application's database: (i) to maintain and improve application performance or functionality, (ii) for general research and, (iii) for other valid purposes. Any contractors of RLI shall be subject to the same obligation of confidentiality as RLI.

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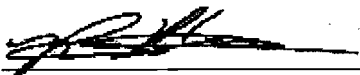
**8. Force Majeure.** Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, hurricane, tornado, snowstorm, epidemic, accident, explosion, casualty, virus or other malicious software, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, act of terrorism, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.


**9. Miscellaneous.** This Agreement supersedes all previous agreements between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors, assigns, subsidiaries, affiliates, and administrators. No modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of RLI at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of RLI thereafter to enforce each and every provision thereof in accordance with its terms. Customer may not assign its rights or obligations under this Agreement without the written consent of RLI except that this Agreement may be assigned to a successor and it shall be binding upon the successor. This Agreement is freely assignable by RLI. This Agreement shall be governed by the laws of the state of Wisconsin and the exclusive venue for disputes arising out of or related to this Agreement shall be an appropriate state or federal court located in Wisconsin.

This agreement is duly executed by the authorized representatives noted below.

RENAISSANCE LEARNING, INC.

CUSTOMER

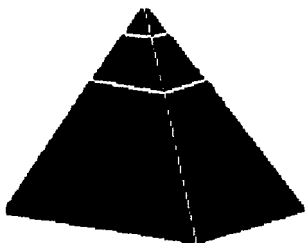
Signature:   
Name: Robert R. Case  
Title: Director Technical Services  
Date: 5/27/2010

Signature:   
Name: Bill Hansen  
Title: CFO  
Date: 6/11/10

373254 - Merritt Creek Academy

Questions on your quote? Please call your Renaissance Learning, Inc. Sales Representative, Annette Wanta, at (866)846-0756.





Renaissance Learning, Inc  
2911 Peach Street  
P.O. Box 8036  
Wisconsin Rapids, WI 54495-8036

Order Information Department  
Phone: (800) 338-4204  
Fax: (877) 988-8051

# FAX Cover Sheet

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*To:* Gregg Maus  
*Fax Number:* 2187287495  
*Date:* May 27, 2010  
*Time:* 1:02:37 PM

*From:* Nancy Miloch  
*Subject:* Hosting Agreement for Customer:  
*Pages:* 3

---

**Note:**

Renaissance Learning, Inc.

FAX Recipient: Gregg Maus  
FAX Recipient Organization: Chester Creek Academy

NOTES:  
Hello Mr Maus,

Before we can process quote 531130 for Chester Creek Academy we need the attached hosting agreement signed.  
After signing, please fax both pages back to my attention at 877-988-8051.

Thank you,  
Nancy Miloch  
Order Information

## Renaissance Learning™, Inc. Application Hosting Agreement

**1. Recitals and Definitions.** This application hosting agreement ("Agreement") is made between Renaissance Learning, Inc. ("RLI") and Chester Creek Academy, Duluth, MN ("Customer"). Customer desires RLI to provide an application hosting service for certain RLI software licensed by Customer ("Hosted Application(s)"), which is installed on servers located within the RLI hosting network and accessed by Customer via the Internet, and RLI desires to provide such application hosting service to Customer pursuant to the terms and conditions found in this Agreement. NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby agreed between the parties as follows:

**2. Description of Application Hosting Services ("Hosting Services").** RLI shall provide access to the Hosted Application for those schools in the Customer's district that have purchased Hosting Services from RLI, as evidenced by a Customer purchase order or a quote accepted by Customer ("Order") which shall be deemed to be part of this Agreement. This Agreement solely covers the installation and use of separately licensed applications via the RLI hosting network. No license to use any software is explicitly stated or implied within this Agreement, all software applications must be licensed separately. License terms are contained within each Hosted Application and must be accepted by Customer in each respective application.

**3. Access to Hosted Application.** Access rights granted to Customer shall be limited to those access rights necessary to use the functions provided in the Hosted Application. RLI reserves the right to restrict or prevent access to (i) any and all functions that access critical server or system resources; (ii) directly modify the Hosted Application directories or database; or (iii) violate the terms of any Hosted Application software license agreement. RLI will provide Customer with an administrative logon ID and other information necessary to: connect to, access, and, use the Hosted Application.

**4. Customer Responsibilities and Acknowledgements.** Customer agrees and understands that:

- (i) The Hosted Application will be housed at an RLI chosen facility, and will operate on servers determined by RLI;
- (ii) Under this Agreement, RLI will only provide the services described in paragraph 2 and 3 above;
- (iii) Customer covenants that it will purchase, has purchased, or has otherwise legally obtained licenses for each Hosted Application, and represents to RLI that it has the right and power to enter into this Agreement;
- (iv) Customer will only use the Hosted Applications in accordance with the software license agreement terms, will not make any Hosted Application available to any third party and, in particular will not allow Accelerated Reader quizzes to be taken from outside Customer's school or district facilities.
- (v) Use of computer technology, public utilities and the internet are inherently subject to uncertainties and there can be no assurances that the Hosting Services will be uninterrupted, error-free, virus free, without slow response time, or completely secure; and,
- (vi) Nothing in this Agreement shall be construed as granting Customer any additional rights to any Hosted Application, or as modifying any software license agreement.

**5. Term, Termination and Renewal.** This Agreement shall be effective as of the date of Customer's Order and continue for the period of the Hosting Services purchased. If Customer purchases an additional period of Hosting Services, this Agreement will apply to that subsequent period. Either party may terminate this Agreement upon 60 days written notice to the other party. Customer access to the Hosted Application will be discontinued upon the effective date of termination.

**6. Confidentiality.** In accordance with FERPA, RLI shall not disclose any personally identifiable student records from the Hosted Application's database to any third party except: (i) if required by law or valid court order, (ii) as directed in writing by Customer or, (iii) as permitted elsewhere in this agreement. RLI and its contractors may use data in the Hosted Application's database: (i) to maintain and improve application performance or functionality, (ii) for general research and, (iii) for other valid purposes. Any contractors of RLI shall be subject to the same obligation of confidentiality as RLI.

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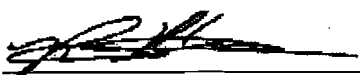
**8. Force Majeure.** Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, hurricane, tornado, snowstorm, epidemic, accident, explosion, casualty, virus or other malicious software, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, act of terrorism, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.


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This agreement is duly executed by the authorized representatives noted below.

RENAISSANCE LEARNING, INC.

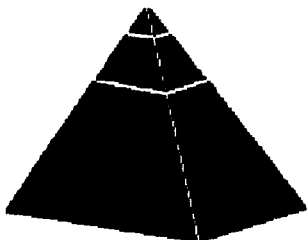
CUSTOMER

Signature:   
Name: Robert R. Case  
Title: Director Technical Services  
Date: 5/27/2010

Signature:   
Name: Bill Hanson  
Title: CFO  
Date: 6/11/10

373253 - Chester Creek Academy

Questions on your quote? Please call your Renaissance Learning, Inc. Sales Representative, Annette Wanta, at (866)846-0756.



Renaissance Learning, Inc  
2911 Peach Street  
P.O. Box 8036  
Wisconsin Rapids, WI 54495-8036

Order Information Department  
Phone: (800) 338-4204  
Fax: (877) 988-8051

# FAX Cover Sheet

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*To:* Gregg Maus  
*Fax Number:* 2187287495  
*Date:* May 27, 2010  
*Time:* 12:56:32 PM

*From:* Nancy Miloch  
*Subject:* Hosting Agreement for Customer:  
*Pages:* 3

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**Note:**

Renaissance Learning, Inc.  
FAX Recipient: Gregg Maus  
FAX Recipient Organization: Arrowhead Academy

NOTES:  
Hello Mr Maus,

Before we can process quote 531128 for Arrowhead Academy we will need the attached hosting agreement signed.

Please read and sign and fax both pages back to my attention at 877-988-8051. I am also faxing you 3 other agreements for each of the other 3 schools.

Thank you,  
Nancy Miloch  
Order Information

## Renaissance Learning™, Inc. Application Hosting Agreement

**1. Recitals and Definitions.** This application hosting agreement ("Agreement") is made between Renaissance Learning, Inc. ("RLI") and Arrowhead Academy, Duluth, MN ("Customer"). Customer desires RLI to provide an application hosting service for certain RLI software licensed by Customer ("Hosted Application(s)"), which is installed on servers located within the RLI hosting network and accessed by Customer via the Internet, and RLI desires to provide such application hosting service to Customer pursuant to the terms and conditions found in this Agreement. NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby agreed between the parties as follows:

**2. Description of Application Hosting Services ("Hosting Services").** RLI shall provide access to the Hosted Application for those schools in the Customer's district that have purchased Hosting Services from RLI, as evidenced by a Customer purchase order or a quote accepted by Customer ("Order") which shall be deemed to be part of this Agreement. This Agreement solely covers the installation and use of separately licensed applications via the RLI hosting network. No license to use any software is explicitly stated or implied within this Agreement, all software applications must be licensed separately. License terms are contained within each Hosted Application and must be accepted by Customer in each respective application.

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**4. Customer Responsibilities and Acknowledgements.** Customer agrees and understands that:

- (i) The Hosted Application will be housed at an RLI chosen facility, and will operate on servers determined by RLI;
- (ii) Under this Agreement, RLI will only provide the services described in paragraph 2 and 3 above;
- (iii) Customer covenants that it will purchase, has purchased, or has otherwise legally obtained licenses for each Hosted Application, and represents to RLI that it has the right and power to enter into this Agreement;
- (iv) Customer will only use the Hosted Applications in accordance with the software license agreement terms, will not make any Hosted Application available to any third party and, in particular will not allow Accelerated Reader quizzes to be taken from outside Customer's school or district facilities.
- (v) Use of computer technology, public utilities and the internet are inherently subject to uncertainties and there can be no assurances that the Hosting Services will be uninterrupted, error-free, virus free, without slow response time, or completely secure; and,
- (vi) Nothing in this Agreement shall be construed as granting Customer any additional rights to any Hosted Application, or as modifying any software license agreement.

**5. Term, Termination and Renewal.** This Agreement shall be effective as of the date of Customer's Order and continue for the period of the Hosting Services purchased. If Customer purchases an additional period of Hosting Services, this Agreement will apply to that subsequent period. Either party may terminate this Agreement upon 60 days written notice to the other party. Customer access to the Hosted Application will be discontinued upon the effective date of termination.

**6. Confidentiality.** In accordance with FERPA, RLI shall not disclose any personally identifiable student records from the Hosted Application's database to any third party except: (i) if required by law or valid court order, (ii) as directed in writing by Customer or, (iii) as permitted elsewhere in this agreement. RLI and its contractors may use data in the Hosted Application's database: (i) to maintain and improve application performance or functionality, (ii) for general research and, (iii) for other valid purposes. Any contractors of RLI shall be subject to the same obligation of confidentiality as RLI.

Customer will not disclose to any third party any confidential or proprietary information of RLI or any technical information relative to the setup and security of the Hosting Service including but not limited to Hosting Service Internet addresses, passwords, Internet URL's, Virtual Private Network setup and encryption key information, unless such disclosure is approved in writing by RLI.

**7. Disclaimer of Warranties.** ALL SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED OR PERFORMED ON AN "AS IS" BASIS, AND CUSTOMER USE OF THE SERVICES IS SOLELY AT ITS OWN RISK. CUSTOMER'S EXCLUSIVE REMEDY IS TERMINATION AS SET FORTH IN PARAGRAPH 5 OF THIS AGREEMENT. RLI DOES NOT MAKE, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT

PARTICULAR PURPOSE. RLI DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, WITHOUT SLOW RESPONSE TIME, OR COMPLETELY SECURE. IN NO EVENT SHALL RLI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, LOST PROFITS, LOST OR STOLEN DATA, DAMAGES, DELAYS INTERRUPTIONS, OR VIRUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY, RLI'S AGGREGATE LIABILITY TO CUSTOMER (INCLUDING ATTORNEY'S FEES), IF ANY, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID TO RLI BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED.

**8. Force Majeure.** Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, hurricane, tornado, snowstorm, epidemic, accident, explosion, casualty, virus or other malicious software, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, act of terrorism, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

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This agreement is duly executed by the authorized representatives noted below.

RENAISSANCE LEARNING, INC.

CUSTOMER

Signature: [Handwritten Signature]  
Name: Robert R. Case  
Title: Director Technical Services  
Date: 5/27/2010

Signature: [Handwritten Signature]  
Name: Bill Hanson  
Title: CFO  
Date: 6/11/10

2483969 - Arrowhead Academy

Questions on your quote? Please call your Renaissance Learning, Inc. Sales Representative, Annette Wanta, at (866)846-0756.

# AGREEMENT

**THIS AGREEMENT** made and entered into this 22<sup>nd</sup> day of June, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and 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. This Agreement shall be deemed to be effective as of June 24, 2010, and shall remain in effect until June 29, 2010, 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:

- A. Ojibwa language instruction for ISD 709 students participating in an immersion language program sponsored by the Fond du Lac Reservation,
- B. Support service to other language instructors,
- C. Modeling of language conversationally with other structures and participants,
- D. Pronunciation guidance for new language speakers,
- E. Cultural guidance for participants in the immersion Project.

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 \$ 1600.00 (sixteen hundred) for up to four days work throughout the language immersion project. Contractor is to understand that each service day may exceed 12 hours throughout the duration of the contract. 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 ~~473 72 8209~~.

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the full amount of \$1600.00 upon completion of the project and delivery of contractor's invoice for Services.

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 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 care of Ricky W. DeFoe 704 Ishpeming Road Cloquet, Mn 55720. Phone: (218)879-3339.

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.

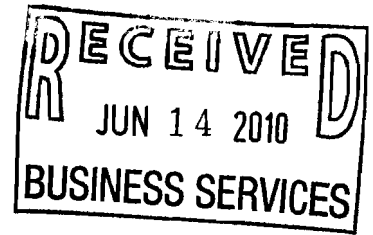
**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

\_\_\_\_\_  
Program Director  
*W. C. Hanson*  
\_\_\_\_\_  
Director of Business Service  
date  
*6/24/10*  
date

*Ricky W. DeFoe* *06/23/10*  
\_\_\_\_\_  
Contract  
date



# Greysolon Ballroom BY BLACK WOODS



May 4, 2010

Jerry Upton  
2900 E 4th St.  
Duluth, MN 55812

Dear Jerry:

Thank you for selecting Greysolon Ballroom by Black Woods for your upcoming event. I am pleased to confirm the following tentative reservation:

### East High Dinner & A Concert

Day/Date	Start/End Time	Location	Function	#	Rental
Tue, 4/12/11	4:30PM-10:00PM	Ballroom	Event	168	\$300.00
Tue, 4/12/11	5:45PM- 6:30PM	Fireside Room	Volunteers	60	\$0.00

The agreed minimum charge per person for food and beverage is \$16.99 not including tax and service charge. Should your final food and beverage charges fall short of the agreed minimum, the difference will be billed as a room charge.

To confirm this reservation, please sign and initial the contract (3 pages) where indicated then return along with a deposit of \$300.00 by Tuesday, June 1, 2010.

I look forward to working with you to make this a very successful event. If you have any questions, please don't hesitate to call.

Sincerely,

Jax Eisenmann  
231 East Superior St., Duluth, MN 55802  
P: (218) 722-7466 F: (218) 740-0443  
ballroom@blackwoods.com

## CONTRACT TERMS & CONDITIONS

### MENU SELECTION

Menu selections for business and other events are required 30 days prior to the event.

Menu selections for events booked less than 30 days prior to the event are required to be made at the time of booking the event.

For multiple entrée choices we require color-coded place cards to identify which dinner has been selected. Place Cards are the responsibility of Jerry Upton.

All Buffets require minimum of 25 people.

Menu prices do not include service charge or tax and are subject to change.

### GUARANTEES

Your Guaranteed count is due 14 days prior to your event. Please call Mon-Fri 9am-5pm.

Billing is based on your guarantee or the actual number of attendees - whichever is greater. If no guarantee is received, billing will be based on your original estimate.

### SALES TAX AND SERVICE CHARGE

All prices are subject to all applicable taxes and an 18% service charge.

### BILLING & DEPOSITS

All events require a non-refundable minimum deposit. All forms of payment are accepted, however, a credit card number must be provided if payment is made by cash or check. The balance is upon giving your final count. Any additional charges will be due upon conclusion of the event.

Direct billing is available for business events with prior approval.

An \$300.00 non-refundable deposit along with signed contract is required within 30 days of receiving a written confirmation. The balance to be paid two weeks prior to the event.

### ROOM RENTAL

Room rental may vary based on the type of event, date of event, food purchased and confirmed guest count.

Upon Conclusion of your event, all gifts, decorations and personal items must be removed by the mandatory departure time. Any unclaimed items will become the property of Greysolon Ballroom by Black Woods after 14 days.

### FOOD AND LIQUOR REGULATIONS

Due to health department regulations, all food must be consumed on the premise and be prepared by Greysolon Ballroom by Black Woods.

State law prohibits any liquor to be brought onto the premises. Any liquor brought onto the premise will be confiscated. All liquor must be consumed in the space designated for the event.

Under age drinking is not permitted; this includes the purchase of alcohol for minors. Any guest under the age of 21 consuming alcohol will be escorted off the premises by law enforcement.

### ADDITIONAL SERVICES AND AUDIO VISUAL EQUIPMENT

On site audiovisual equipment is available-charges may apply. A minimum 48-hour advance notice is required.

CANCELLATION POLICY

In the event you should need to cancel your event, charges will be incurred as follows:

Less than 30 days- 50% of anticipated revenue to include hosted and cash bar revenues and standard room rental.

Less than 14 days- 100% of anticipated revenue to include, hosted and cash bar revenues and standard room rental charge. \_\_\_\_\_ Initial

\*\*Anticipated revenue will be based on contract minimum or signed event order, whichever is greater. \_\_\_\_\_ Initial

LIABILITY

Greysolon Ballroom by Black Woods is not responsible for equipment, materials, etc. that are brought onto the property. The client assumes responsibility for any damage to the function rooms or the rooms committed by the client or any guest or agent of the client. The use of nails, staples, adhesives or other substances to affix items to the walls or ceiling is not permitted. We do not allow the use of confetti, balloons, crepe paper, or any open flamed or scented candles.

Greysolon Ballroom by Black Woods shall not be liable for non-performance of the contract if said non-performance is attributed to trouble, dispute, strike, government (Federal, State or Municipal), or restrictions which upon travel or transportation in the non-availability of food, beverage, or supply, riots, national emergencies, acts of God and other causes whether expressly provided herein or not, which are beyond our reasonable control preventing or interfering with our performance. In such event, the facility shall not be liable to the customer for any damage, whether actual or consequential which may result from such non-performance.

The undersigned waives demand presentment, protest, notice of dishonor and agrees to pay all costs and expenses of collection, including attorneys' fees, in case any payment shall not be made when due.

The undersigned consents to the personal jurisdiction of the state courts located in the State of Minnesota in connection with the enforcement of this contract and agrees that any litigation against the undersigned shall be venued in the District Court of St. Louis County, Minnesota and hereby waive any argument that venue in such forum is not convenient.

The acceptance of late or partial payments, excuse of any default or delay in enforcement of any right shall not establish a custom course of conduct as to any waiver of the rights and remedies hereunder.

W. C. Hanson  
Confirmation Signature

6/14/10  
Date

## ORDER FORM

PLATO, Inc. dba PLATO Learning  
("PLATO Learning")  
10801 Nesbitt Avenue South  
Bloomington, MN 55437-3109  
Fax: 952.229.3810

DATE: 02/23/10  
ORDER NO: 02100846- REVISION NO: 0

### Customer and Billing Address

Customer No: 4618871100  
Customer Name: DULUTH SCHOOL DISTRICT 709 ("Customer")  
Billing Address: 215 N 1ST AVE E  
DULUTH, MN, 55802-2058

(For the purposes of this Order Form, "You" and "Your" refer to Customer, and "We", "Us" and "Our" refer to PLATO Learning.)

### Products and Services:

Description	License Type*	License Period	Term		Units	Price per Unit	Total Price
			Start Date	End Date			
SERVICE SUPPORT (SSP) ANNUAL RENEWAL Student	N/A	12 Months	6/30/2010	6/29/2011	40	\$181.27	\$7,250.80
<b>Subtotal:</b>							\$7,250.80
<b>Sales tax:</b>							\$0.00
<b>Total:</b>							\$7,250.80
<p>* "S" = Subscription License; "P" = Perpetual License. See Our Standard License and Purchase Terms at <a href="http://www.plato.com/StandardTerms8J28">www.plato.com/StandardTerms8J28</a> for a full description of Your software licensing rights and obligations. **Unless otherwise specified in this Order Form, the Start Date for your license(s) will be (a) for a renewal, the day following expiration of the prior license term; (b) for a new subscription order, 30 days after receipt and acceptance of the signed Order Form; and (c) for a perpetual license, upon receipt of Your signed Order Form. Promptly after We have accepted Your signed Order Form, We will confirm to You the applicable Start Date for Your software license(s). *** Services are purchased on an annual term. Any service offering that is not used during the applicable year, may not be carried over or used in subsequent years.</p>							

### Invoicing and Payment Terms:

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

### Order Notes:

This order renews the SSP on 40 CHPWLN licenses from 06/30/10 to 6/29/11.

### Acknowledgements:



## ORDER FORM

PLATO, Inc. dba PLATO Learning  
("PLATO Learning")  
10801 Nesbitt Avenue South  
Bloomington, MN 55437-3109  
Fax: 952.229.3810

DATE: 02/23/10  
ORDER NO: 02100846- REVISION NO: 0

*System Requirements:* If Your order includes software products, You acknowledge that You have read and understand the System Requirements Documents (available at <http://support.plato.com/requirements.asp> ) and that it is Your responsibility to fulfill them. The System Requirements Document details the minimum computer equipment, hardware, systems and systems configurations, network infrastructure, bandwidth and similar requirements needed to successfully access and use our software and also identifies certain system configurations, components or otherwise that will not function or fully function with our product and therefore cannot be used in connection with our product. You acknowledge that We retain the right to update the Requirement Documents from time to time and You agree to comply with them, as updated. You also confirm that all buildings and/or sites included in the scope of this SOW are in full compliance of the System Requirements Documents and that if You determine to make a modification that results in Your system including elements that are not specifically enumerated as being supported by Us in the Requirements Documents, You will first provide Us written notice and You accept and acknowledge that You might not be able to access or use or properly access or use our Products thereafter and any fees or costs associated with support that We might choose to make to address Your issues will be billed to You at our then standard rates and promptly payable by You.

If this Order Form includes Professional Services, they are described in the enclosed Statement of Work. The Statement of Work outlines Your roles and responsibilities in support of Our Professional Services and is critical to the successful delivery of these services. You acknowledge that You have read the Statement of Work and understand these roles and responsibilities.

### Terms and Conditions:

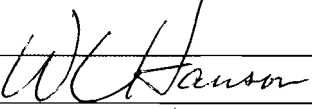
Your purchase of licensing rights to software and/or professional services contained in this Order Form is subject to Our Standard Purchase and License Terms ("Standard Terms"), which can be found at [www.plato.com/standardterms8J28](http://www.plato.com/standardterms8J28). This Order Form and any documents it incorporates (including the Standard Terms and documents it references) form the entire agreement between You and Us about your purchase ("Agreement").

### Purchase Order

You acknowledge that this Agreement is non-cancellable and will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until You have submitted a purchase order referencing and conforming to this Order Form. You acknowledge that any terms and conditions in Your purchase order or any other documents You provide are superseded by the terms and conditions of this Agreement.

### Acceptance:

*We have presented this Order Form to You as an offer to contract under the terms and conditions of this Agreement, including the Standard Terms. Your signing and submitting this Order Form to Us will constitute Your acceptance to contract on these terms and conditions; this offer will expire 90 days after the Date noted above unless We earlier withdraw or extend the offer in writing. Please have Your authorized representative sign in the space below to accept this offer and confirm the Agreement between You and Us.*

Customer Signature:	
Name (Printed or Typed):	Bill HANSON
Title:	CFO
Date:	4/30/2010

**Installation/User Site Information**

<b>Description</b>	<b>Installation/User Site</b>	
SERVICE SUPPORT (SSP) ANNUAL RENEWAL	DULUTH SCHOOL DISTRICT	40