



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East
Duluth, Minnesota 55802

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson

From: Kerry M. Leider

Date: May 26, 2011

Re: Quote #4076 – District-wide Inspection and Testing of Fire Alarm Systems

Four quotes were received in response to the School District's request for quotes for District-wide Inspection and Testing of Fire Alarm Systems covering the period from July 1, 2011 through June 30, 2012, Per Mar Security Services, 4210 Airpark Boulevard, Duluth, MN, submitted the low quote of \$5,000.00.

I am recommending approval of the contract with Per Mar Security Services to perform the District-wide Annual Inspection and Testing of Fire Alarm Systems as provided in Quote #4076.. If you concur, please sign both copies of the agreement and return them to the Facilities Management office for processing.

Attached please find the Quote Sheet, Comparison, and Quote Tab for this project.

Attachments

INDEPENDENT SCHOOL DISTRICT NO. 709

MEMORANDUM OF AGREEMENT, made this 9th day of May, 2011
between Independent School District No. 709, a public corporation, in the State of
Minnesota, party of the first part, hereinafter called "ISD 709," and Per Mar
Security, 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 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 specified work: To perform all
work as specified in Quote #4076 for Annual Inspection and Testing of Fire
Alarm Systems, for the period of July 1, 2011 – June 30, 2012. The contract
award amount is estimated to be \$5,000.00. Total contract award amount to
be determined through execution of this contract based upon rates as defined
in the contractor's quote proposal. As stated above, and 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 plans and 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 Minnesota 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 quote 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 and Title Sheet
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation.
3. Contractors Insurance Policy.

4. Supplementary Conditions and Insurance Requirements.

IN WITNESS WHEREOF, Independent School District No. 709 has caused these presents to be signed by the Director of Business Services and said Contractor shall hereunto set his/her hand the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: Bill Hanson

Bill Hanson, Director of Business Services

Date: 5/24/11

CONTRACTOR

By: Dean A. Luyet

Title: Chief Operating Officer

Date: 5/25/11



FACILITIES MANAGEMENT

Independent School District No. 709

Located at 101 East 3rd Street

Mailing Address: 215 North 1st Avenue East

Duluth, Minnesota 55802

Construction Management (218) 336-8907

Maintenance (218) 336-8906

Operations (218) 336-8905

Fax (218) 336-8909

Memorandum

To: Bill Hanson

From: Kerry M. Leider

Date: May 27, 2011

Re: Quote #4078 – District-wide Painting Labor

One quote was received in response to the School District's request for quotes for District-wide Painting Labor Services covering the period from July 1, 2011 through June 30, 2012, with the option to extend two (2) additional one-year periods. Lakehead Painting Company, 910 Hammond Avenue, Duluth, MN, submitted the low hourly rate bid with an estimated value of \$12,430.00, based on 200 estimated hours at the hourly journeyman rate of \$62.15.

I am recommending approval of the contract with Lakehead Painting Company to provide hourly painting labor pursuant to Quote #4078 – District-wide Painting Labor. If you concur, please sign both copies of the agreement and return them to the Facilities Management office for processing.

Attached please find the Quote Sheet, Comparison, and Quote Tab for this project.

Attachments

INDEPENDENT SCHOOL DISTRICT NO. 709

RECEIVED
MAY 27 2011
L.S.D. #709
FACILITIES MGMT

MEMORANDUM OF AGREEMENT, made this 9th day of May 2011,
between Independent School District No. 709, a public corporation, in the State of
Minnesota, party of the first part, hereinafter called "ISD 709," and Lakehead
Painting Company, 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 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 specified work: **To perform all work as specified in
Quote #4078, District-Wide Painting Labor for the period of July 1, 2011
through June 30, 2012, with the option to extend two (2) additional one-year
periods. This hourly rate contract award amount is approximately \$12,430.00
based on 200 estimated hours of labor at a journeyman rate of \$62.15. Total
contract award amount to be determined through execution of this contract**

based upon journeyman and/or other rates as defined in the contractor's quote proposal. As stated above, and 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 plans and 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 Minnesota 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 quote 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 and Title Sheet
2. Advertisement for Quotes, Contractor's Quote, and Quote Tabulation.

3. Contractor's Insurance Policy.
4. Supplementary Conditions and Insurance Requirements.
5. Asbestos Containing Materials - Contractor/Short Term Worker Acknowledgement Form.

IN WITNESS WHEREOF, Independent School District No. 709 has caused these presents to be signed by the Director of Business Services and said Contractor shall hereunto set his/her hand the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: Bill Hanson

Bill Hanson, Director of Business Services

Date: 5/31/11

CONTRACTOR

By: Michael F. Gerber

Title: Michael F. Gerber, General Mgr

Date: 5/25/11

**I.S.D. 709 - Adult Basic Education/
Northeast Minnesota Office of Job Training
TRAINING INCOME CONTRACT**

Northeast Minnesota Office of Job Training, 802 N. Ninth St., P.O. Box 1028, Virginia, MN 55792, and Adult Basic Education, ISD 709, 215 North First Avenue East, Duluth, MN 55802 agree as follows:

I. DUTIES OF NEMOJT: NEMOJT agrees to provide the following:

Title of Instruction/Activity/Service: Provide ABE instructor for the Blandin/MIRC Digital Literacy Project at the cost of \$35.00/hour up to 140 hours

Dates of Training and Development: May 1 - December 31, 2011

Instructor/Trainer/Consultant: Rita Olness

II. DUTIES OF THE PURCHASER: ISD 709 will reimburse NEMOJT for costs incurred for ABE/digital literacy instruction.

III. SITE OF INSTRUCTION/ACTIVITY: Duluth Workforce Center

IV. CONSIDERATION AND TERMS OF PAYMENT:

A. Cost: Cost of Instruction/Activity/Service: Not to exceed \$4,900.00

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

B. Terms of Payment. NEMOJT will send an invoice for the Instruction/Activity/Service performed. **The Purchaser will pay within 30 days of receiving the invoice.**

Please send payment to: Northeast Minnesota Office of Job Training
MN Workforce Center
820 N. Ninth Street
P.O. Box 1028
Virginia MN 55792

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

A. Purchasers authorized agent: Beth Tamminen, Adult Basic Education Program Coordinator

B. NEMOJT's authorized agent: Michelle Ufford, Executive Director NEMOJT,

VI. TERM OF CONTRACT.

A. Effective Date: May 1, 2011

B. End Date: December 31, 2011 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

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

- VIII. ASSIGNMENT. Neither the Purchaser nor the College/University shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- IX. LIABILITY. Purchaser agrees to indemnify and save and hold the Provider, its representatives and employees harmless from any and all claims or causes of action arising from the performance of this contract by the Purchaser or the Purchasers agents or employees. This clause shall not be construed to bar any legal remedies the Purchaser may have for the Provider's failure to fulfill its obligations pursuant to this contract.
- X. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. The Purchaser agrees that in fulfilling the duties of this contract, the Purchaser is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The Provider IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
- XI. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- XII. DATA PRACTICES. The Purchaser agrees to comply with the Minnesota Data Practices Act as it applies to all data provided by the Provider in accordance with this contract and as it applies to all data created, gathered, generated, or acquired in accordance with this contract.

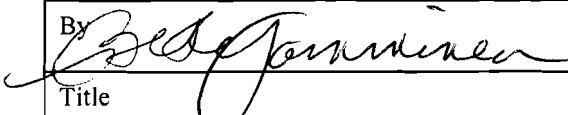
PURCHASERS ADDRESS: ISD 709
 215 N. First Avenue East
 Duluth, MN 55802
 Phone: 218-336-8790
 Fax: 218-336-8791
 Email: beth.tamminen@duluth.k12.mn.us

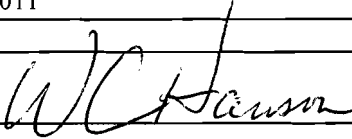
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR:

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

By	
Title	ISD 709 Adult Basic Education Coordinator
Date	05/03/2011

By	
Title	ISD 709 Business Services Director
Date	05/03/2011

2. Northeast Minnesota Office of Job Training

By
Title
Date



UNIVERSITY OF MINNESOTA

USE AND SERVICES AGREEMENT

THIS USE AND SERVICES AGREEMENT (the "Agreement") is entered into effective as of September 1, 2011, 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, 2011 and ending on June 30, 2012, 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.

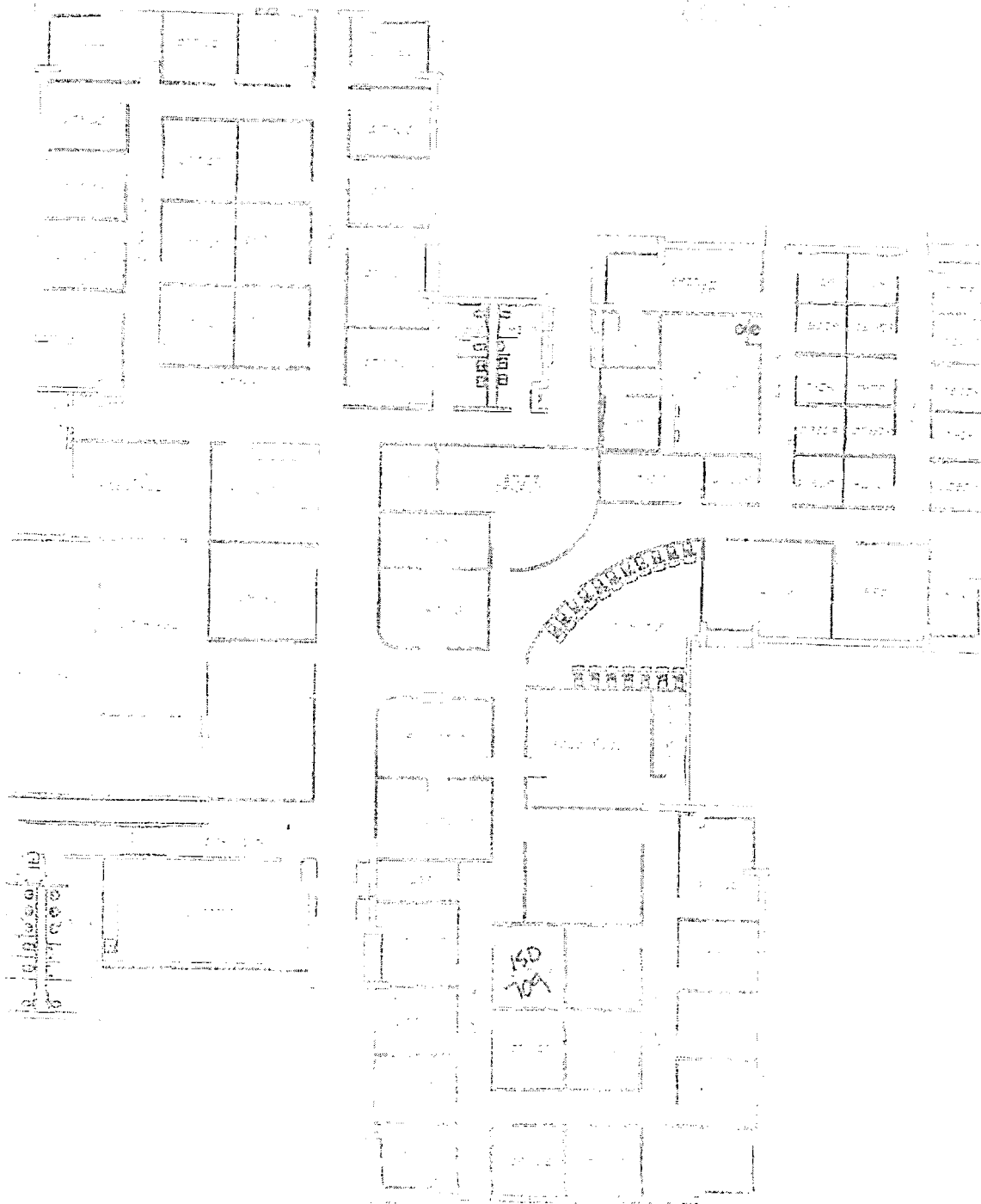
5. Environmental. Licensee will not install, use, generate, store, or dispose of in or about the Clinic any hazardous substance, toxic chemical, pollutant, or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or the Minnesota Environmental Response 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.

EXHIBIT A
Depiction of Clinic



**Duluth Public School District
and
Duluth Edison Charter Schools**

**AGREEMENT FOR PURCHASE OF SERVICE FOR
PHYSICALLY IMPAIRED AND DEAF/HARD OF HEARING
SPECIAL EDUCATION TEACHER SERVICES**

This agreement (the "Agreement") is made by and between *Duluth Public School District* (the "Service Provider"), located at 215 North First Avenue E, Duluth, MN 55802, and Duluth Edison Charter Schools ("Duluth"). This Agreement shall be effective *September 1, 2010 – June 30th 2011*.

I. The Service Provider Agrees:

- A. To provide evaluation, treatment and consultation services for students with a disability and who have IEP/IFSP/IIPs documenting the need for such services under contract at Duluth. Services shall also be provided to assist in the evaluations of students identified in the evaluations process. Treatment services shall be provided as prescribed by the students IEP in order to meet the goals as determined by the IEP team.
- B. Not to exceed ten (10) hours of Physical Impaired Special Education teacher and (75) hours of Deaf/Hard of Hearing Special Education teacher for Duluth.
- C. Submit an annual (year-end) invoice no later than June 13 of the given contract year. This invoice will detail the services provided to Duluth.

II. Duluth:

- A. To pay the Physically Impaired Special Education Teacher at the contract rate of \$60.00 per hour and Deaf/Hard of Hearing Special Education Teacher at the contract rate of \$60.00 per hour.
- B. To remit to the Service Provider the amount due and owing for the services provided and billed on the annual invoice. This payment will be made within 30 days of the invoice date.
- C. The Director of Special Education at Duluth shall supervise the contracted services to ensure that services are provided in accordance with students IEPs.

GENERAL PROVISIONS

- A. Non-assignability. Neither this Agreement nor any of the rights, obligations, or interest arising under this Agreement may be assigned by the Service Provider.

- B. Merger. This Agreement contains the entire understanding of the parties. This Agreement supersedes all prior agreements, written or oral, express or implied, between the parties hereto regarding the subject matter of this Agreement.
- C. Amendment. None of the terms and conditions of this Agreement shall be amended or modified unless agreed to in a writing signed by each of the parties hereto.
- D. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Minnesota. Any action at law, suit in equity or other judicial proceeding arising out of this Agreement or any provision hereof shall be instituted only in a court of competent jurisdiction in Duluth, Minnesota.
- E. Confidentiality Agreement. The Service Provider shall respect and maintain the confidential nature of all information regarding students and Duluth.
- F. Background Checks. Duluth Edison Charter Schools (Duluth), at its own expense, shall ensure that employees working at Duluth have successfully completed a criminal background check. A notarized Affidavit certifying that Duluth Public School's assigned employee(s) have passed the background check is to be forwarded to Ms Michelle R. Surface, Edisonlearning, Inc., prior to commencement of work under this Agreement. No convicted felons are allowed in or near Duluth, including but not limited to, convicted sex offenders. ALL BACKGROUND CHECKS MUST BE COMPLETED PRIOR TO ANY WORK BEING PERFORMED BY ANY PERSON AT THE DULUTH.
- G. Proprietary Rights. Materials prepared or developed by the Service Provider and paid for by Duluth in the performance of this Agreement, including testing materials, reports, assessment instruments, and software shall be and become the sole and exclusive property of Duluth.
- H. Drug and Alcohol Policy. The Service Provider agrees to and will advise his or her employees or agents that it is the policy of Duluth that:
- (1) The manufacture, dispensation, or sale, offer for sale, purchase, use, transfer, or possession of illegal drugs on the Duluth premises is prohibited;
 - (2) Being under the influence of alcohol ("Under the Influence" means that one is affected by alcohol in any detectable manner) is prohibited on Duluth's premises;
 - (3) Probable cause drug and alcohol testing will be performed if required during the performance of this contract.
 - (4) Entry onto Duluth premises constitutes consent to an inspection of him or herself as well as his or her vehicle as personal effects while entering, on, or leaving premises;
 - (5) Violation of this policy or refusal to permit an inspection may be cause for removal or barred from Duluth premises ("premises" means Duluth property, leased or otherwise, including project site locations in which Duluth business is being conducted, Duluth-owned or rented vehicles and/or equipment).

INSURANCE

The Service Provider is responsible for and agrees to obtain and maintain professional liability insurance by insurance company(s) authorized to do business in the State of Minnesota. The Service Provider shall provide applicable certificates of professional liability insurance prior to the commencement of services under this Agreement. The Service Provider will furnish to EdisonLearning, Inc. a Certificate of Insurance indicating that all such coverage is in effect. As a part of the contract requirements, the Service Provider must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with a carrier that has a minimum rating of "Good" based on rates provided by the A.M. Best Company. Duluth and EdisonLearning, Inc. shall be named an additional insured under all required insurance policies. Certificate of Insurance showing additional named insured status shall be forwarded to EdisonLearning's Contract Specialist, Ms. Michelle Surface, at michelle.surface@edisonlearning.com, before any work can begin at the school.

The Service Provider shall provide to EdisonLearning's Contracts Specialist a thirty (30) day written notice of cancellation or change of any policy. In addition to any other damages, The Service Provider shall be liable for any costs incurred by the Duluth and EdisonLearning as a result of charges, fines, penalties, or any other action, if those costs are directly attributable to any failure on the Service Provider's part to successfully complete the requirements of this Agreement.

Insurance Requirements are as follows:

Professional Liability. The policy must include contractual liability in accordance with the indemnification clause and a limit of \$1,000,000. The policy must also include Duluth and EdisonLearning, Inc. as an additional insured.

Workers Compensation. The policy must be in accordance with applicable statutes and requirements, including Employers Liability with a limit of \$1,000,000.

Termination of the insurance described herein during the term of this contract shall constitute a breach thereof, and thereupon the contract will terminate. The issuing insurer will endeavour to mail 10 days written notice to the certificate holders.

INDEMNIFICATION

Each party (the "Indemnifying Party") shall indemnify, save and hold the other party and the other party's employees, officers, directors, subcontractors and agents (the "Indemnified Party") harmless from any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including attorney fees, for injury to property or persons, occurring or allegedly occurring to the Indemnified Party from the negligent, grossly negligent or reckless actions and omissions or willful misconduct committed by the Indemnifying Party or by its employees, officers, directors, subcontractors, agents. Upon timely written notice from the Indemnified Party, the Indemnifying Party shall defend the Indemnified Party in any such action or proceeding brought thereon.

ADDITIONAL CONDITIONS

- A. The Service Provider and Duluth will comply with all state and federal reporting requirements. The Service Provider and Duluth will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data. The Service Provider represents that (i) the Service Provider is legally authorized to transact business in the

State of Minnesota and to provide the services required hereunder, (ii) the entering into this Agreement has been approved by the Service Provider, (iii) the undersigned is authorized to execute this Agreement on behalf of the Service Provider and to bind the Service Provider to the terms hereof, and (iv) the Service Provider will comply with all state, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee, applicant or in the provision of services on the basis of race, color, national origin, sex, age or disability the Service Provider represents that it is licensed by the State of Minnesota for speech services and shall provide a copy of such licensure to the Duluth prior to the commencement of services under this Agreement.

- B. The Service Provider will consent to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.
- C. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the Service Provider to file tax returns, pay delinquent taxes or other state liabilities.
- D. Services must be provided to the satisfaction of the Duluth and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Service Provider will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.

SCHEDULING

- A. Duluth will provide the Service Provider with the 2010-2011 School Calendar.
- B. Duluth will notify the Service Provider at least twenty-four hours in advance of planned closures outside of those days noted in the School Calendar.
- C. In the case of inclement weather, Duluth will communicate to the Service Provider, as applicable on local and regional radio stations and TV stations, that school is closed.
- D. The Service Provider will notify Duluth if the Service Provider is unable to provide services on a day with scheduled appointments and will use reasonable efforts to notify Duluth of such cancellations by 8:30 a.m.

CANCELLATION

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

STATE AUDIT

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

AGREED TO BY:

DULUTH EDISON CHARTER SCHOOLS

By _____

Name _____
(Print Name)

Title _____

Date _____

**DULUTH PUBLIC SCHOOL DISTRICT
ISD 709**

By WCHanson

Name Bill Hanson
(Print Name)

Title CFO

Date 5/17/11



Duluth Entertainment
Convention Center
350 Harbor Drive
Duluth, Minnesota 55802

Event Order Confirmation

East High School Graduation 2011 (16985)

Laurie Knapp
2900 East 4th Street
Duluth, MN 55812

Main: 218-728-7426
Fax: 218-728-7439

Event Coordinator(s)

Coordinator 1: Mary Sullivan

Email: msullivan@decc.org

	<u>Order #</u>	<u>Quantity</u>	<u>Rate</u>	<u>Charges</u>
Staff Move In (3)			Wed 06/08/2011 07:30 AM - 08:00 AM	
Symphony Hall				

*Arena Concourse used for diploma pick up after the ceremony.
Speakers on stage so students can hear.
Sound shell will not be used.
Pit will be used for Orchestra. East will set up music stands.
On Lift - 4 Tippan, Small Bass Drum
Parking passes purchased in the morning will be valid for the evening.
Stanchion on floor to block off first 2 rows off 55 seating Bayside Section only.
Honor Guard seating in side sections only.
East may adjust seating during rehearsal and stanchion off additional rows.
East to supply banner to hang behind graduates. DECC to hang.
Banner Size: Approx. 20'x4' with Eyelets.*

Building Services

Center Stage: 8' Red Wrap Table	95319	1.00 EA	0.00 / EVT	0.00
Rehearsal--Arena Ticket Lobby	95319	1.00 EVT	0.00 / EVT	0.00
<i>BACK PACK DROP OFF Tall Red Drape 2-8' Banquet Tables, 2 Chairs</i>				

****Move Tables and Chairs Down To Paulucci Lobby After Rehearsal**

Tables Will Be Used Again When Students Are Picked Up After Graduation At Paulucci Doors

Aud Lobby: 8' Skirted Table	95319	1.00 EA	0.00 / EVT	0.00
<i>Used During Rehearsal To Hand Out Seating Assignments</i>				

Labor

Riser Steel - 32'x56'x24"	95319	1.00 EA	0.00 / EVT	0.00
<i>Riser Steel is set back to last available spot. Rail on back of Riser Steel. DECC blue drape will be backdrop.</i>				
Stage: Burgundy Chairs	95319	315.00 EA	0.00 / EVT	0.00
<i>12 rows of chairs with 13 or 14 chairs per side to total 315 chairs.</i>				
Center Stage: Chairs	95319	16.00 EA	0.00 / EVT	0.00
<i>8 on either side of table.</i>				
Band Chairs in Pit	95319	75.00 EA	0.00 / EVT	0.00
Banquet Tables in Arena Concourse	95319	4.00 EA	0.00 / EVT	0.00
<i>Used After The Ceremony to Hand Out Diplomas 2 Chairs Needed per Table</i>				

Parking

Parking Passing, Standard	95319	0.00 EA	4.00 / EA	0.00
<i>\$4.00 parking passes have been provided to some faculty & staff.</i>				

Technical Resources

U. S. Flag	95319	1.00 EA	0.00 / EVT	0.00
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Event Order Confirmation

East High School Graduation 2011 (16985)

	<u>Order #</u>	<u>Quantity</u>	<u>Rate</u>	<u>Charges</u>
Staff Move In (3)			Wed 06/08/2011 07:30 AM - 08:00 AM	
Symphony Hall				
Minnesota Flag	95319	1.00 EA	0.00 / EVT	0.00
St. Lectern/Microphone	95319	1.00 EA	26.00 / DAY	26.00
Wireless Handheld Microphone	95319	1.00 EA	69.00 / DAY	69.00
Total For Staff Move In (3):				95.00

Students Arrive/Rehearsal (4) **Wed 06/08/2011 08:00 AM - 10:00 AM**
Symphony Hall

*Pit will need to be raised for one number during the ceremony.
Timing will be worked out during rehearsal.
Bayside of Arena Concourse will be used for line up. DECC to do directional signs at skywalk entrance directing public to use the City Side Concourse.
DECC Technical person available during rehearsal.*

Building Services
Rehearsal 95318 1.00 EA 0.00 / EVT No Charge

Doors Open (5) **Wed 06/08/2011 06:30 PM - 07:30 PM**
Symphony Hall

*All guests must have a ticket to attend graduation.
Turnstiles at entrances to slow people down as they enter the Auditorium.
POLICE OFFICERS: East provides 2 uniformed officers to be stationed at front entrance.
During Ceremony: One officer to remain in Auditorium Foyer and one to monitor Balcony.
Ceremony End: DECC Hands to help traffic students and guests out of Lobby area to avoid back ups.*

Guest Services				
DECC Hand Supervisor	95317	4.00 HR	22.00 / EA	88.00
3 DECC Hands - 4 Hour Minimum	95317	12.00 HR	18.00 / EA	216.00
<i>Charged per person per hour from 6:00 - 10:00pm. To take tickets and stay at entrance until ceremony has ended.</i>				
Total For Doors Open (5):				304.00

Graduation Ceremony (7) **Wed 06/08/2011 07:30 PM - 09:30 PM**
Symphony Hall

Graduates will be picked up by busses at the Paulucci entrance after the ceremony. They will be brought to UMD for the after party.

Building Services
Existing Set Up 95315 1.00 EA 0.00 / EVT No Charge

Total Outstanding Charges: 399.00

Meal guarantees are required 5 business days prior to the event. I have read and agree to the arrangements listed above.

Signature: W. Hanson Date: 5/19/11



Memorandum of Understanding Workforce Preparation Skills Collaborative Program

Duluth Adult Basic Education and SOAR Career Solutions ABE Program Year 2010 (May 1, 2011 – April 30, 2012)

Introduction: This MOU describes the partnership agreement and operating procedures between the Duluth Adult Basic Education consortium and SOAR Career Solutions in regard to offering workforce preparation skills as described in the “MN ABE Conditional Work Referral Policy, effective May 1, 2011.” The agreement shall be in effect from May 1, 2011 – April 30, 2012, with option to renew on an annual basis.

Purpose: The purpose of this agreement is to increase the quality and readiness of entry-level workers in the Duluth area. This will be done by collaboration between ABE, which provides basic skills education, and SOAR, which provides training in job seeking skills, “soft” skills and basic computer skills for work.

Administration and Coordination: Supervision of programs will be provided by both Duluth ABE and SOAR based on program location, content and reporting requirements. After initial set up, there will be ongoing communication between the partners including face-to-face meetings at least quarterly, to coordinate intake, referrals, curriculum content and delivery, reporting, and any other issues required for efficient and effective program implementation.

Work Plan for workforce preparation skills:

- 1. SOAR** agrees to provide these services:
 - a. Develop curriculum and identify instructors for classes in the areas of job seeking skills, soft skills for work, and basic computer skills.
 - b. Set a schedule of monthly classes in the three areas of job seeking skills, soft skills for work, and basic computer skills.
 - c. Coordinate with the Duluth Work Force Center to receive written referrals for these classes and to screen and place applicants based on their individual needs.
 - d. Receive referrals from the Adult Learning Center for ABE participants whose learning plan calls for development of pre-employment skills.
 - e. Conduct regular intake and screening for all interested in SOAR classes.
 - f. Refer SOAR applicants or participants who have basic skills needs to the Duluth Adult Learning Center for GED preparation, adult diploma, or skills brush-up classes.
 - g. Deliver the pre-employment curricula in the areas specified.
 - h. Offer additional, individualized job seeking/job search skills to those who complete the basic curriculum on an as-needed basis.
 - i. Complete the required ABE enrollment, attendance and exit reports for those who attend classes at SOAR, including copies of WFC referral forms as required for ABE eligibility.
 - j. Coordinate all paperwork with the ABE program staff to avoid duplication and guarantee accuracy and completeness in ABE state reporting.

2. Duluth ABE (aka Adult Learning Center) agrees to provide these services:

- a. Develop curriculum and identify instructors for classes in basic skills, including GED preparation, adult high school diploma completion, and brush-up skills in reading, writing, math and specific test preparation (employment, military, further education including customized training).
- b. Set a regular schedule of classes in the basic skills areas specified.
- c. Provide regular intake and screening for all interested in ABE instruction.
- d. Receive referrals from SOAR for applicants or participants who have basic skills needs in GED Preparation, Adult Diploma coursework, or Brush-up skills.
- e. Refer ABE applicants or participants to SOAR, if their learning plans call for development of pre-employment skills.
- f. Provide SOAR quarterly with a list of ABE participants for purposes of verifying dual enrollment in ABE academic skills programs and SOAR classes.
- g. Deliver the ABE curricula in the basic skills areas specified.
- h. Provide required ABE forms, and guidance for form completion, to SOAR staff.
- i. Complete all required ABE state reports, incorporating the data provided by SOAR for those eligible participants enrolled in pre-employment skills classes.

Fiscal Plan

- a. Duluth ABE (I.S.D. 709) will act as the Fiscal Agent for the ABE workforce preparation collaborative program.
- b. Duluth ABE will submit all required applications and reports to the Minnesota Department of Education to receive hourly revenue for eligible participants in pre-employment skills classes eligible under the Conditional Work Referral Policy.
- c. Reimbursement to SOAR for services provided will be determined by (1) reported participant contact hours in the pre-employment classes provided by SOAR; and (2) hourly rate of funding by MDE to ABE programs for the given program year. For the 2010-2011 Program Year, the hourly rate shall be \$4.00, and the maximum reimbursement shall be \$16,800 (4,200 hours) for those in the Conditional Work Referral category. ABE participants who also attend classes at SOAR (not in the Conditional Work Referral category) may be billed in addition to this amount.
- d. Payment by Duluth ABE (I.S.D. 709) to SOAR will be made based on invoices submitted by SOAR for the number of ABE reportable student hours provided by SOAR. These invoices shall be submitted quarterly, 30 - 60 days after the state ABE required quarterly reporting periods (ending July 31, October 31, January 31, and April 30). I.S.D. 709 shall pay SOAR within approximately 60 days of receiving the invoice and verifying the reportable student hours.

Review/Alteration/Termination of Agreement

Either party reserves the right to request a review of this agreement, by written notice of 30 days, for purposes of alteration of terms or termination of the full agreement. Examples of possible reasons for alteration or termination include but are not limited to:

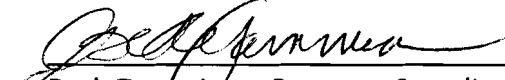
- a. If either party's source of funding necessary for this collaborative program is not obtained or continued at the expected level.
- b. If either party does not execute the responsibilities listed above. A written notice will (1) detail the specific requirements or responsibilities which are not being met, (2) detail a remedial process for correcting the specific problems, and (3) include a timeline by which these problems

will be corrected. Failure to meet any of these 3 conditions will be cause for terminating the agreement.

Signatures. This document is approved and accepted by these partners:

Duluth Adult Basic Education, I.S. D 709:

SOAR Career Solutions:



Beth Tamminen, Program Coordinator




Rebecca Ellenson, Executive Director

5/19/11

Date

5/19/2011

Date



Bill Hanson, ISD 709 Business Services Director

5/25/11

Date