

NO CHILD LEFT BEHIND
Master Contract for Supplemental Educational Services

This Contract entered into by and between Independent School District 709/ Duluth Public Schools (hereinafter referred to as DISTRICT) and Abacus In-Home Tutoring, Inc. hereinafter referred to as PROVIDER) for Supplemental Educational Services to DISTRICT students (hereinafter referred to as Students).

In consideration of the promises and the mutual covenants and agreements set forth in this Contract, the DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE

- A The purpose of this Contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by PROVIDER to DISTRICT for Students under the provisions of No Child Left Behind (NCLB).
- B PROVIDER warrants that it is qualified to and able to provide the Supplemental Educational Services (SES) required by the DISTRICT for Students as described in each Student's Individual Learning Plan.

II. CONTRACT DURATION.

This contract shall become effective on September 10, 2010, and shall remain in effect until June 30, 2011.

III. PROVIDER RESPONSIBILITIES

- A. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- B. PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting and billing as specified by the DISTRICT.
- C. PROVIDER shall conduct criminal background checks for all its staff members who have direct contact with children under this contract.
 - a.) PROVIDER will obtain a criminal background check on each such of its staff members prior to such staff member providing any tutoring services under this contract. Criminal background checks will be obtained by the PROVIDER from the State of Minnesota Bureau of Criminal Apprehension and the county of the staff

member's residence, or, if such staff member has not resided in the current county or the State of Minnesota for at least six months, the next, most recent county and/or state of residence will be checked.

- b.) Any conviction appearing on a criminal background check must be presented by mail or courier to the Executive Director of Human Resources for the DISTRICT and the Federal Programs Supervisor for the DISTRICT. The PROVIDER shall include the following information on company letterhead: the name of the staff member, the work assignment, work location, and contact person along with a copy of the background report. The Executive Director of Human Resources will review the criminal background report and make the final decision as to whether or not the PROVIDERS staff member will be allowed to provide service to the DISTRICT under this contract. The PROVIDER must receive written DISTRICT approval before such staff member will be allowed to provide service under this contract.
- D. PROVIDER shall begin services within sixty (60) calendar days from the time the DISTRICT releases student registration information to the PROVIDER. If the PROVIDER is unable to start services within that time, the student will be assigned to another PROVIDER.
- E. PROVIDER is prohibited from offering incentives of any value to Parents/Guardians or their Students for selecting the PROVIDER'S Supplemental Educational Services. If student incentives are offered, the incentives must be appropriately related to the purpose of the student's Individual Learning Plan for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the Individual Learning Plan. Additionally, the incentive or reward must be directly related to a motivational activity that is part of the provider's plan to facilitate academic achievement. The cost of the incentives and/or rewards must be of nominal value and must not diminish the effectiveness of the original intent of Supplemental Educational Services as set forth in the "No Child Left Behind" legislation of 2001.
- F. PROVIDER shall complete their portion of the Individualized Learning Plan (ILP) for each student within thirty calendar days (30) of beginning services. PROVIDER will not be paid until an Individual Learning Plan is signed by the student's parent and is received and approved by the DISTRICT. PROVIDER shall make no changes in this Student's Individualized Learning Plan without the written consent of the DISTRICT and each Student's Parent/Guardian.
- G. PROVIDER shall provide Supplemental Educational Services to each Student in accordance with each Student's Individualized Learning Plan in a format established by the DISTRICT.

- H. PROVIDER shall provide a written progress report to the DISTRICT and each Student's Parent/Guardian a minimum of four times during the course of the service period or after each 25% of service has been provided, describing each Student's progress as it relates to the student's learning goals.
- I. PROVIDER shall notify DISTRICT of the location and/or change in location, at which it is providing services to DISTRICT'S eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each Student's instructional program by DISTRICT. Such access shall include unannounced monitoring visits. DISTRICT representatives shall have access to observe each Student at work, observe the instructional setting, interview the provider, and review each Student's progress and all student records maintained on site.
- J. PROVIDER shall maintain daily records of student services provided, including the name/address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.
- K. PROVIDER shall submit to DISTRICT monthly invoices in the manner prescribed by the DISTRICT.
- L. PROVIDER shall receive compensation only for sessions actually attended by DISTRICT students. Provider shall not receive compensation for student absences.
- M. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in the Student's Individual Learning Plan. A PROVIDER that desires to use DISTRICT facilities must make a separate application for use of facilities and when applicable, payment for such use. PROVIDER will follow the DISTRICT'S Use of Facilities procedures.
- N. PROVIDER shall retain any and all books, documents, papers, reports and any other records related to the services PROVIDER provides to each Student for six (6) years. PROVIDER agrees that the DISTRICT or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Contract.
- O. PROVIDER'S accounting practices and procedures relevant to this Contract shall also be subject to examination by the DISTRICT or its duly authorized representative as often as and during such times as

aforesaid. The DISTRICT, or its representative, may duplicate, use or disclose all data delivered under this Contract in any manner consistent with state and federal laws.

P. PROVIDER shall neither assign nor transfer any part of his/her interest in this contract without the express written consent of DISTRICT.

Q. All data created, collected, received, stored, used, maintained, or disseminated by PROVIDER in providing Supplemental Educational Services under this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and PROVIDER must comply with those requirements as if it were a government entity.

IV. DISTRICT RESPONSIBILITIES

A. DISTRICT shall approve the Individual Learning Plan, which is developed by a TEACHER, the Student's Parent/Guardian and the PROVIDER.

B. In consideration for services provided under the terms of this contract DISTRICT shall pay PROVIDER up to \$ 65 per hour, not to exceed One thousand eight hundred fifty one dollars and sixty five cents (\$1,851.65) for each student.

C. Payments shall be made upon presentation of an accurately completed invoice within 35 days of the date of invoice.

V. INDEMNIFICATION

A. PROVIDER shall indemnify, defend and hold DISTRICT harmless from and against any and all liability, judgments, costs, damages, claims or demands including reasonable attorney's fees, that arise out of the acts or omissions of PROVIDER, or its employees or agents and that arise out of the performance of this Agreement.

B. DISTRICT shall indemnify, defend, and hold PROVIDER harmless from and against any and all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, that arise out of the acts or omissions of DISTRICT, or its employees or agents, and that arise out of the performance of this Agreement.

VI RIGHT TO WITHOLD

A. DISTRICT may withhold payment to PROVIDER, upon written notice of such withholding, when in the opinion of the DISTRICT:

a. PROVIDER'S performance, in whole or in part, either has not

been carried out or is insufficiently documented.

- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely and accurate manner.

B. If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency.

VII. INSURANCE REQUIREMENTS

- A. PROVIDER shall provide an insurance certificate naming DISTRICT as an additional insured with the maximum liability limits established by Minn. Stat. § 466.04. The coverage required by this section must include Director's and Officer's Errors and Omissions coverage and coverage for any automobiles used for performance of the Contract as a part of general liability coverage.
- B. PROVIDER shall not cancel or revise any insurance coverage required by this section during the term of this Contract without the express written consent of DISTRICT.
- C. PROVIDER shall maintain coverage for Workers' Compensation at the level required by law.

VIII. RELATIONSHIP OF THE PARTIES

It is agreed that nothing contained in this Contract is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the DISTRICT and PROVIDER or as constituting PROVIDER as the agent, representative or employee of the DISTRICT for any purpose or in any manner whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contract. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

IX. AMENDMENTS

Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the

extent permitted by law, but all other provisions of the Contract shall continue in full force and effect.

X. TERMINATION OF CONTRACT

- A. If the PROVIDER is unable to meet each stated individual Student's goals and timelines as specified in the Statement of Goals, the DISTRICT may withdraw that Student from the PROVIDER'S services.
- B. If any Student has unexcused absences for more than three consecutive sessions scheduled during a semester or have unexcused absences for more than 25 percent of the scheduled sessions, the DISTRICT may withdraw such Student.
- C. A Student's Parent/Guardian may terminate service at any time, or request to change providers in consultation with and approval from the DISTRICT.
- D. This Contract may be canceled by either party, prior to said termination date upon thirty(30)days written notice to the other party and without showing cause.
- E. Upon receipt of notice of cancellation, PROVIDER shall discontinue provision of service on the date specified for each Student specified and cancel all expenditures related to the specific cancellation.
- F. PROVIDER shall maintain all records relating to performance of this contract and upon request shall submit all records to the DISTRICT.

XI. DEBARMENT AND SUSPENSION

PROVIDER in executing this agreement is certifying that it is not currently debarred, suspended, or proposed for debarment from participating in this or any other agreement by any federal department or agency.

XII. REMEDIES

Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XIII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

FOR DISTRICT

FOR PROVIDER

Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received.

XIV. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to the Contract shall be venued in the State of Minnesota.

XV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

Duluth PUBLIC SCHOOLS

PROVIDER

Abacus In-Home Tutoring, Inc.

By W. Hanson

By Michael O'Malley [Signature]

Title CFO

Title President

Date 11/30/10

Date 11/2/2010

Address: 1030 Carrin Drive

City, State, Zip: Tallahassee, FL 32311

LAKEVIEW CHRISTIAN ACADEMY

Guidelines for


TRANSPORTATION REIMBURSEMENT TO PARENTS

2010 - 2011

1. Each parent is to submit an initial odometer reading from home to school.
 2. Request for payments must be made on Form 3326.1 "Invoice". These will be available at your school or from the Transportation Department.
 - A. The invoice must be signed.
 - B. The invoice must be submitted each month at your school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of my children to Lakeview Christian Academy.
- _____ days X _____ miles X 30 Cents per mile = reimbursement.
(Round trip from home to school)
3. Mail or bring "Invoice" to your school and they will be submitted as a group to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
 4. Reimbursement is per family when Duluth Public School is in session and only for their mileage. Car pool mileage should not be submitted. For the 2010 - 2011 school year one family reimbursement is maximum of \$300.00.
 5. All reimbursement claims must be received at ISD 709 by June 10, 2011.

LAKEVIEW CHRISTIAN ACADEMY

BY



Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY



Director of Business Services

**COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2010-2011 Academic Year**

Fond du Lac Tribal & Community College (FDLTCC) and Duluth Central Secondary School enter into the following agreement to offer college classes in the secondary school in the College in the High School Program - A partnership with secondary schools.

1. The college courses shall be those which are regularly developed and taught at the campus of the sponsoring college, and which would be accepted as part of the general education requirement for the associate degree.

2. Teachers of college courses in high schools shall have (1) a master's degree, or 45 graduate quarter credits which would apply to a master's degree; (2) with a major in the subject area to be taught, or 23 graduate quarter credits which would apply to that major; (3) or has had at least 10 years of successful teaching in the subject area to be taught; and (4) must provide the college with a resume, transcripts, and teaching certificates.

3. Textbooks and other instructional material, which are specified in the course outline, shall be ordered through the college bookstore unless an exception is authorized by the college. The college mentor for the course will work with the instructor on textbook selection.

4. The course content and syllabus are to be followed. The high school instructor will be assisted and supported by a mentor designated by the college. The high school should make every effort to provide the high school instructor with as much extra preparation time as possible.

A. Course plans shall be developed which address:

- The length and number of class meetings and how they will be used to cover the subject matter of the course.
- Class lists and procedures for adding or dropping courses. (A student may drop a course within the first two weeks of class.) High school teachers must report all class withdrawals to the college two weeks before final grades are submitted to the college.
- Library resources and college writing expectations.
- Required materials and tests.
- Attendance policy and how it applies to grading.

B. For courses that are taught for the first time by a high school instructor where either (1) the course or (2) the high school instructor is receiving supervision for the first time by the cooperating college instructor, meetings shall take place as follows:

- At least one meeting between the cooperating college instructor and the high school instructor prior to the start of the course.
- At least three in-person observations per class section by the cooperating college instructor. Written reports of these observations shall be made to the program director, who will report to the Dean of Instruction, and to the high school principal.
- At least one follow-up meeting between the cooperating college instructor and the high school instructor. Any recommendations are to be given to the program director who will consult with the Dean as necessary.

C. For repeat courses or courses that continue as part of a sequence which involve both (1) the same high school instructor: and (2) the same cooperating college instructor, at least two meetings shall be arranged between the two instructors.

5. Class enrollment is restricted to students registered through Post-Secondary Enrollment Options, Concurrent Enrollment or Board Policy 111.01.03.

6. The high school will establish college approved selection criteria for admissions to the college courses with a priority given to those students who demonstrate the ability to benefit from college level course work. These criteria and standards for admissions shall be distributed to high school students by the high school.

The Minnesota State Colleges and Universities (MNSCU) Board Policy stated the following requirements shall apply (1) to high school students participating in the Post-Secondary Enrollment Options program in a community college; and (2) to community college courses taught by high school teachers, to high school students, through a cooperative arrangement between a community college, and a high school.

A. A 12th grade student is eligible and may be considered for enrollment if the high school certifies the student as being at, or above the 50th percentile in class rank.

B. An 11th grade student is eligible and may be considered for enrollment if the high school certifies the student as being at, or above the 66th percentile in class rank.

C. If a high school does not compute high school rank, a student may be admitted on the basis of an overall G.P.A. of 2.5 or greater if in 12th grade, and of 3.0 if in 11th grade.

D. The academic skills assessment program shall be administered by the college staff to high school students seeking to enroll. If the scores for any high school student indicate a lack of preparation for college level work, enrollment should not be approved.

E. An exception to the above standards may be approved by the community college president or provost based on a signed statement by the high school principal, or other authorized school official, indicating that the student could benefit from college courses, and is recommended for admission.

7. Parents of prospective students will be given an opportunity to meet with Instructor, Guidance Counselor, and College Representative to discuss the student's responsibilities.

8. The college will provide registration, grade reports, transcripts, maintain records for high school students, and award full college credit for successfully completed courses.

9. The high school will provide a qualified instructor, classroom and lab facilities (if needed), instructional materials (including textbooks), time for the instructor to plan the course and meet with the designated mentor.


The high school instructor will provide the designated mentor with a final class list (roster) before the end of the drop period usually two weeks from the start of school, will promptly notify the college of any withdrawals after the last drop day using forms provided by the college, and will provide the college with the students grades by the designated date

established by the college.


10. The course will be at no cost to the student.

11. A minimum of 12 students is needed to run any class at the high school under this program. This requirement may be waived at the discretion of the FDLTCC Dean.

12. Classes shall be discrete college or university level courses that must have at least 51% of the students taking the course for college credit. However, to help maintain the integrity of the class, schools should try to maintain as high a percentage of college credit students as possible with 100% being ideal.



Superintendent LFO



Larry Anderson, President
Fond du Lac Tribal & Community College

**FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
COLLEGE IN THE SCHOOLS COURSES
2010/2011**

Duluth Central/ Denfeld High School

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
LAW:			
LAWE 1005- Careers in Criminal Justice	2	3	Ethan Fisher
Political Science:			
POLS 1010- American Government	1	3	Ethan Fisher
Psychology:			
PSYC 2001- General Psychology	2	4	John Bergum
Science:			
PHYS 1001- Introduction to Physics	AY	4	Cheryl Kurosky
CHEM 1010- General Chemistry I	AY	5	Cheryl Kurosky
CHEM 1011- General Chemistry II		5	

6 Classes X \$1,400= \$8,400

**FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
COLLEGE IN THE SCHOOLS COURSES
2010/2011**

Duluth East High School

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
Political Science:			
POLS 1010- American Government	1	3	Gayle Franckowiak
POLS 1010- American Government	2	3	Gayle Franckowiak
Psychology:			
PSYC 2001- General Psychology	1	4	Jon Flaa
PSYC 2001- General Psychology	2	4	Jon Flaa
Science:			
CHEM 1010- General Chemistry	AY	5	Cindy Grindy
PHYS 1001- Introduction to Physics	AY	4	Ted Ford
6 Classes X \$1,400= \$8,400			

AGREEMENT

THIS AGREEMENT made and entered into this 28th day of October, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Russ Salgy, 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 October 28, 2010, and shall remain in effect until December 5th, 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: **2010 HMONG NEW YEAR CELEBRATION**

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 \$ 1,000.00. 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 [REDACTED].

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in the amount of \$1,000.00.

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 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail: Russ Salgy, Copeland Community Center, 28 E. Village View Drive, Duluth, MN 55805

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.


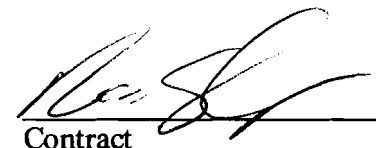
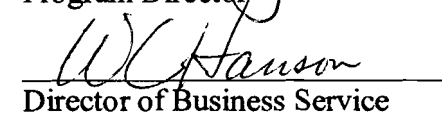
10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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	10/28/10 date	 _____ Contract	10/28/10 date
 _____ Director of Business Service	11/11/10 date	Russ Salby	

~~2010 Hmong New Year Celebration~~

What is the goal /purpose of the proposed project?

The primary goals of the 2010 Hmong New Year Celebration are to create a better understanding of culture and values for the area Hmong youth population and to provide a cultural learning opportunity for the Twin Ports area.

For the Hmong community, a celebration of the New Year is important because the rituals surrounding New Year ensure health, spiritual wellness, and prosperity for each family for the upcoming year. It is an opportunity for Hmong elders to educate Hmong youth on the importance of heritage and family within the Hmong culture which will, in turn, build stronger families.

As a cultural learning opportunity, Hmong New Year 2010 will provide the Twin Ports community with a better understanding of Hmong family values and tradition. This understanding is important because it enhances the human connection between people of different cultures and increases life quality for the entire community.

Explain how the project will be carried out.

Traditionally, the Hmong New Year's gathering is a time for the community to reconnect as families and prepare for a healthy and prosperous new year through song, crafts, food and games. For the 2010 Hmong New Year Celebration, volunteer Hmong youth and their families will work together to plan, prepare, and share their rich New Year traditions and heritage through Hmong food, fashions, traditional and contemporary Hmong music, ball toss and a talent show.

Hmong youth will act as resources to the Twin Ports community by planning, sharing, and promoting the event.

We plan to promote this event through local media press releases, displaying flyers in the Twin Ports area, school newsletters, and ISD 709's Asian Cultural Center.

Identify who will be involved with the project implementation.

Russ Salgy, Director, Copeland Community Center
Cher Pao Vang, Hmong Alliance Church
Hmong Community Volunteers
Bea Larson, Hmong Involvements
Stacey Achterhoff,

PTD
→



Habitat Program
Independent School District #709
Duluth, MN 55802

CONTRACT FOR PURCHASE OF CIRCLE OF SECURITY® Supervision

This contract, entered into this day November 1, 2010 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Glen Cooper, LP,** (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 of training and supervision in the **Circle of Security®**;

Whereas the AGENCY is duly qualified to perform these services for Habitat Program.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:

Staff training and development in assessment and intervention training, ongoing supervision and technical assistance in Circle of Security® to Habitat staff up to 5 hours a week at a cost of \$150 per hour;

2. The AGENCY shall perform these services electronically to staff at Habitat.
3. The approximate date the service will begin is November1, 2010, and shall not extend beyond June 30, 2011; the contract is not to exceed a total cost of \$6,000.
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:

The Circle of Security® trainer will build upon previous themes learned by Habitat staff in training in Circle of Security Parenting Education and Circle of Security Assessment and Treatment Planning. The trainer will provide ongoing distance training and supervision and technical assistance in the Circle of Security® intervention protocol. Central to the supervision will be a focus upon access to a systematic approach for evaluating parental states of mind using the Circle of Security Interview, identifying precise strengths and lynchpin difficulties in parent/child interactions using Ainsworth's Strange Situation, creating specific intervention plans tailored to the unique themes of each parent/child dyad, and

Page 2 - Contract for Purchase of Circle of Security® supervision

supervision of the implementation of a detailed protocol addressing core intervention themes. The protocol will embody best practice and research/evidence based practice for infant and early childhood mental health. All training will be done within the context of the 'learner-friendly' accessibility provided by the Circle of Security Protocol. The underlying focus will be upon teaching a practical application for intervention with parent/child dyads (birth to five years). Central to this approach will be an emphasis upon differential diagnosis. An attachment oriented understanding of personality defenses will allow for a specific and unambiguous means of communicating with the underlying capacities available beneath the defensive process for each parent. Supervision will lead to certification as a Circle of Security Provider. Themes central to the training outcomes will include building observational skills via video review; building reflective functioning via video review; and dyadic regulation of affects as the foundation of treatment.

- 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:

Circle of Security
Name of Agency

By [Signature]
Authorized Agent

10/26/10
Date

.....
INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota
[Signature],
C.F.O. Executive Director of Business Services

Date 11/11/10

.....

AGREEMENT

THIS AGREEMENT made and entered into this Eighth day of November, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Toy Carson, 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 September 30, 2010, and shall remain in effect until May 30, 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: Thai Cultural Presentations and Dance Classes arranged through the Asian Pacific Cultural Center.

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 four hundred dollars (\$ 400.00). 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 [REDACTED]

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made upon receipt of invoice reimbursement form submitted by the contract after each event. Contractor will be paid twenty dollars (\$20.00) for each presentation / dance class completed.

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 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States

Mail to: Toy Carson, 5301 Norwood Street, Duluth, MN 55804.

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 .date
W. C. Hanson 11/15/10

Director of Business Service date

10 - 28 - 10
Tom. Coon

Contract date

AGREEMENT

THIS AGREEMENT made and entered into this 9th day of November, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Rosilyn Carroll 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 November 12, 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 one (2) day of service (November 12 and 15, 2010) on **Dynamics of School Change** activities services:

- A. Staff Training: Presentation / Discussion with Integration Specialists, "Resistance & Persistence".
- B. Planning Session Facilitation: Education Equity Advisory Committee luncheon and follow-up meeting,
- C. Individual Consultation: Planning and mentoring time with Ron Hagland, Coordinator Office of Education Equity-Duluth Public Schools-ISD 709.
- D. Session Facilitation: Education Equity Advisory Committee from 5-9pm on November 15.

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 \$2500.00. 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 471-56-1363.

4. **Requests for Reimbursement.** Contractor will be paid in the following manner. Payment by the District will be made in full the amount of \$2500.00 after completion of service and receipt of invoice on the next regular accounts payable date.

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 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Rosilyn M. Carroll at 2500 Edgumbe Rd., St. Paul, Mn. 55116.

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.


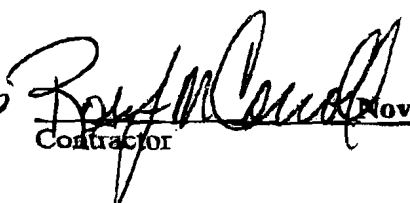
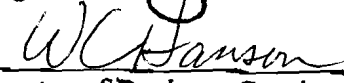
10. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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.

	<u>11/12/10</u>		<u>Nov. 12, 2010</u>
Program Director	date	Contractor	date
	<u>11/18/10</u>		
Director of Business Service	date		

NO CHILD LEFT BEHIND
Master Contract for Supplemental Educational Services

This Contract entered into by and between Independent School District 709/ Duluth Public Schools (hereinafter referred to as DISTRICT) and Stillwater Ventures DBA College Nannies & Tutors hereinafter referred to as PROVIDER) for Supplemental Educational Services to DISTRICT students (hereinafter referred to as Students).

In consideration of the promises and the mutual covenants and agreements set forth in this Contract, the DISTRICT and PROVIDER agree as follows:

I. CONTRACT PURPOSE

- A The purpose of this Contract is to define the rights and obligations of the parties with respect to Supplemental Educational Services (SES) provided by PROVIDER to DISTRICT for Students under the provisions of No Child Left Behind (NCLB).
- B PROVIDER warrants that it is qualified to and able to provide the Supplemental Educational Services (SES) required by the DISTRICT for Students as described in each Student's Individual Learning Plan.

II. CONTRACT DURATION.

This contract shall become effective on September 10, 2010, and shall remain in effect until June 30, 2011.

III. PROVIDER RESPONSIBILITIES

- A. PROVIDER shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
- B. PROVIDER shall comply with all procedures concerning enrollment, contracting, attendance reporting and billing as specified by the DISTRICT.
- C. PROVIDER shall conduct criminal background checks for all its staff members who have direct contact with children under this contract.
 - a.) PROVIDER will obtain a criminal background check on each such of its staff members prior to such staff member providing any tutoring services under this contract. Criminal background checks will be obtained by the PROVIDER from the State of Minnesota Bureau of Criminal Apprehension and the county of the staff

member's residence, or, if such staff member has not resided in the current county or the State of Minnesota for at least six months, the next, most recent county and/or state of residence will be checked.

- b.) Any conviction appearing on a criminal background check must be presented by mail or courier to the Executive Director of Human Resources for the DISTRICT and the Federal Programs Supervisor for the DISTRICT. The PROVIDER shall include the following information on company letterhead: the name of the staff member, the work assignment, work location, and contact person along with a copy of the background report. The Executive Director of Human Resources will review the criminal background report and make the final decision as to whether or not the PROVIDERS staff member will be allowed to provide service to the DISTRICT under this contract. The PROVIDER must receive written DISTRICT approval before such staff member will be allowed to provide service under this contract.

- D. PROVIDER shall begin services within sixty (60) calendar days from the time the DISTRICT releases student registration information to the PROVIDER. If the PROVIDER is unable to start services within that time, the student will be assigned to another PROVIDER.

- E. PROVIDER is prohibited from offering incentives of any value to Parents/Guardians or their Students for selecting the PROVIDER'S Supplemental Educational Services. If student incentives are offered, the incentives must be appropriately related to the purpose of the student's Individual Learning Plan for academic achievement and should reasonably motivate or reward students for achievement of the specific goals of the Individual Learning Plan. Additionally, the incentive or reward must be directly related to a motivational activity that is part of the provider's plan to facilitate academic achievement. The cost of the incentives and/or rewards must be of nominal value and must not diminish the effectiveness of the original intent of Supplemental Educational Services as set forth in the "No Child Left Behind" legislation of 2001.

- F. PROVIDER shall complete their portion of the Individualized Learning Plan (ILP) for each student within thirty calendar days (30) of beginning services. PROVIDER will not be paid until an Individual Learning Plan is signed by the student's parent and is received and approved by the DISTRICT. PROVIDER shall make no changes in this Student's Individualized Learning Plan without the written consent of the DISTRICT and each Student's Parent/Guardian.

- G. PROVIDER shall provide Supplemental Educational Services to each Student in accordance with each Student's Individualized Learning Plan in a format established by the DISTRICT.

- H. PROVIDER shall provide a written progress report to the DISTRICT and each Student's Parent/Guardian a minimum of four times during the course of the service period or after each 25% of service has been provided, describing each Student's progress as it relates to the student's learning goals.
- I. PROVIDER shall notify DISTRICT of the location and/or change in location, at which it is providing services to DISTRICT'S eligible students. PROVIDER shall allow access to its facilities for periodic monitoring of each Student's instructional program by DISTRICT. Such access shall include unannounced monitoring visits. DISTRICT representatives shall have access to observe each Student at work, observe the instructional setting, interview the provider, and review each Student's progress and all student records maintained on site.
- J. PROVIDER shall maintain daily records of student services provided, including the name/address of student, the name of PROVIDER'S employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to DISTRICT upon request.
- K. PROVIDER shall submit to DISTRICT monthly invoices in the manner prescribed by the DISTRICT.
- L. PROVIDER shall receive compensation only for sessions actually attended by DISTRICT students. Provider shall not receive compensation for student absences.
- M. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in the Student's Individual Learning Plan. A PROVIDER that desires to use DISTRICT facilities must make a separate application for use of facilities and when applicable, payment for such use. PROVIDER will follow the DISTRICT'S Use of Facilities procedures.
- N. PROVIDER shall retain any and all books, documents, papers, reports and any other records related to the services PROVIDER provides to each Student for six (6) years. PROVIDER agrees that the DISTRICT or its duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to the records that are pertinent to and involve transactions relating to this Contract.
- O. PROVIDER'S accounting practices and procedures relevant to this Contract shall also be subject to examination by the DISTRICT or its duly authorized representative as often as and during such times as
-

aforesaid. The DISTRICT, or its representative, may duplicate, use or disclose all data delivered under this Contract in any manner consistent with state and federal laws.

P. PROVIDER shall neither assign nor transfer any part of his/her interest in this contract without the express written consent of DISTRICT.

Q. All data created, collected, received, stored, used, maintained, or disseminated by PROVIDER in providing Supplemental Educational Services under this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and PROVIDER must comply with those requirements as if it were a government entity.

IV. DISTRICT RESPONSIBILITIES

A. DISTRICT shall approve the Individual Learning Plan, which is developed by a TEACHER, the Student's Parent/Guardian and the PROVIDER.

B. In consideration for services provided under the terms of this contract DISTRICT shall pay PROVIDER up to \$_66.13_per hour (28 total hours), not to exceed .One thousand eight hundred fifty one dollars and sixty five cents (\$1,851.65) for each student.

C. Payments shall be made upon presentation of an accurately completed invoice within 35 days of the date of invoice.

V. INDEMNIFICATION

A. PROVIDER shall indemnify, defend and hold DISTRICT harmless from and against any and all liability, judgments, costs, damages, claims or demands including reasonable attorney's fees, that arise out of the acts or omissions of PROVIDER, or its employees or agents and that arise out of the performance of this Agreement.

B. DISTRICT shall indemnify, defend, and hold PROVIDER harmless from and against any and all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, that arise out of the acts or omissions of DISTRICT, or its employees or agents, and that arise out of the performance of this Agreement.

VI RIGHT TO WITHHOLD

A. DISTRICT may withhold payment to PROVIDER, upon written notice of such withholding, when in the opinion of the DISTRICT:

a. PROVIDER'S performance, in whole or in part, either has not

been carried out or is insufficiently documented.

b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.

c. PROVIDER has failed to submit the invoice in a timely and accurate manner.

B. If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency.

VII. INSURANCE REQUIREMENTS

A. PROVIDER shall provide an insurance certificate naming DISTRICT as an additional insured with the maximum liability limits established by Minn. Stat. § 466.04. The coverage required by this section must include Director's and Officer's Errors and Omissions coverage and coverage for any automobiles used for performance of the Contract as a part of general liability coverage.

B. PROVIDER shall not cancel or revise any insurance coverage required by this section during the term of this Contract without the express written consent of DISTRICT.

C. PROVIDER shall maintain coverage for Workers' Compensation at the level required by law.

VIII. RELATIONSHIP OF THE PARTIES

It is agreed that nothing contained in this Contract is intended, or should be construed in any manner, as creating or establishing the relationship of partners between the DISTRICT and PROVIDER or as constituting PROVIDER as the agent, representative or employee of the DISTRICT for any purpose or in any manner whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Contract. PROVIDER represents that it has, or will secure at its own expense, all personnel required to perform services under this Contract.

IX. AMENDMENTS

Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment to this Contract and duly signed by the parties hereto. In the event any provision of this Contract is found to be contrary to state or federal law, then such provision shall be deemed invalid except to the

extent permitted by law, but all other provisions of the Contract shall continue in full force and effect.

X. TERMINATION OF CONTRACT

- A. If the PROVIDER is unable to meet each stated individual Student's goals and timelines as specified in the Statement of Goals, the DISTRICT may withdraw that Student from the PROVIDER'S services.
- B. If any Student has unexcused absences for more than three consecutive sessions scheduled during a semester or have unexcused absences for more than 25 percent of the scheduled sessions, the DISTRICT may withdraw such Student.
- C. A Student's Parent/Guardian may terminate service at any time, or request to change providers in consultation with and approval from the DISTRICT.
- D. This Contract may be canceled by either party, prior to said termination date upon thirty(30)days written notice to the other party and without showing cause.
- E. Upon receipt of notice of cancellation, PROVIDER shall discontinue provision of service on the date specified for each Student specified and cancel all expenditures related to the specific cancellation.
- F. PROVIDER shall maintain all records relating to performance of this contract and upon request shall submit all records to the DISTRICT.

XI. DEBARMENT AND SUSPENSION

PROVIDER in executing this agreement is certifying that it is not currently debarred, suspended, or proposed for debarment from participating in this or any other agreement by any federal department or agency.

XII. REMEDIES

Either party's failure to insist upon strict performance of any requirement of the Contract or to exercise any right contained in the Contract, shall not be a waiver or relinquishment of any requirement.

XIII. NOTICES

Any notice or demand, which may or must be given or made by a party to this Contract, under the terms of this Contract or any law or regulation, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

FOR DISTRICT

FOR PROVIDER

Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

Peter Coffin
1612 Randolph Ave
St. Paul, MN 55105

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received when it is actually received.

XIV. MINNESOTA LAW TO GOVERN

This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to the Contract shall be venued in the State of Minnesota.

XV. ENTIRE CONTRACT

This Contract shall constitute the full and complete Contract between the parties to the Contract. All prior representations, understandings and agreements are merged into this Contract and are superseded by this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

Duluth PUBLIC SCHOOLS

PROVIDER

By WCHanson

By [Signature]

Title CFo

Title General Manager

Date 11/18/10

Date 11/7/10

Address 1612 Randolph Ave

City,State,Zip St. Paul, MN 55105

FederalTaxID 201827831

PhoneNumber (651) 280-4401
(include Area Code)

Fax (651) 209-8783
(include Area Code)



1. PARTIES

This lease is entered into between KELLOGG SQUARE APARTMENTS, LLC, hereinafter LANDLORD, and ISD 709, DULUTH SCHOOL DISTRICT, hereinafter RESIDENT.

2. PREMISES

LANDLORD hereby rents to RESIDENT and RESIDENT rents from LANDLORD Apartment Number 1412 in Building Number —, Garage Space Number — and Storage Locker Number —, hereinafter the "Premises", located at the property known as KELLOGG SQUARE, in the City of SAINT PAUL, County of RAMSEY, State of Minnesota.

3. TERM

The term of this lease shall be from the 1ST day of JANUARY, 2011 through 12:00 noon on the 31st day of MAY, 2011, unless extended as set forth in Section 7 below.

4. OCCUPANTS

The Premises will be used as a residence by the following persons only:

- | | |
|-----------------------|------------|
| 1. ROM SOBERG Age () | 2. Age () |
| 3. Age () | 4. Age () |
| 5. Age () | 6. Age () |

5. RENT

RESIDENT agrees to pay to LANDLORD monthly rent in the amount of \$895.00 for the Apartment, \$/NA for the Garage Space and \$/NA for the Storage Locker, for a total sum of \$4475.00. Such rent shall be paid in equal installments of \$895.00 per month for the entire term of the lease. All rent shall be paid by RESIDENT to LANDLORD at the office of the Resident Manager.

It is understood that RESIDENT is taking possession of the Premises on the 1st day of JANUARY, 2011, and is to pay the sum of \$895.00 as rent from that date through the 31st day of JANUARY, 2011. The second month's rent payment of \$895.00 will be due and payable on the first day of FEBRUARY, 2011. The full monthly rent as set forth above will be due and payable on the first day of each month thereafter.

6. RENT DELINQUENCY AND NSF CHECKS

If RESIDENT does not pay the full amount of the rent shown in paragraph 5 by the end of the 5th day of the month, RESIDENT agrees to pay LANDLORD \$50 on the 6th day of the month as a late fee. RESIDENT also agrees to pay a fee of \$30 for each NSF check plus all applicable late fees. LANDLORD will not accept personal checks after one NSF check.

RESIDENT shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall LANDLORD'S acceptance of a partial payment constitute accord and satisfaction. Nor will LANDLORD'S acceptance of a partial payment forfeit LANDLORD'S right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check, or pursue any other remedy available under this lease.

7. TERMINATION OR EXTENSION OF LEASE

If either party desires to terminate this lease at the end of the initial term, such party shall give the other party written notice of intention to terminate at least sixty (60) days before the termination date and before the first day of the month. By way of illustration, suppose the lease is for a one (1) year term, from January 1, to December 31, 1999. In order for either party to terminate the lease at the end of the initial term, namely December 31, 1999, one party must give the other party written notice on or before October 31, 1999.

If neither party has terminated this lease at the end of its initial term, the lease and all covenants herein will be renewed automatically until terminated by either party by written notice to the other of intention to terminate; provided that (i) the termination date shall be effective only as of the end of a calendar month, and (ii) such written notice of termination must be received by the other party prior to the beginning of the month immediately preceding the month in which the termination date will occur. For example, if the lease is not terminated at the end of its initial term and RESIDENT wishes to terminate it as of April 30, RESIDENT must give written notice of such termination so that LANDLORD receives it before March 1.

When this lease terminates, for whatever reason, RESIDENT shall promptly remove all personal property belonging to RESIDENT or persons claiming through RESIDENT from the Apartment, Garage and Storage Locker, and surrender them in good condition and repair, broom-clean, reasonable wear and tear accepted. All keys to the Apartment and Garage shall be returned to LANDLORD and the lock on the Storage Locker shall be removed.

B. DUTY TO PAY AFTER EVICTION

If RESIDENT is evicted because RESIDENT violates a term of this lease, whether or not LANDLORD obtains a court order to enforce the eviction, RESIDENT agrees to pay the full monthly rent until the earlier of (a) the end of the initial term or if the initial term has already ended, the end of the second full month after RESIDENT is evicted; or (b) the Apartment is re-rented. This provision shall survive termination of the lease for any reason.

9. SECURITY DEPOSIT

RESIDENT agrees to deposit with LANDLORD \$ 400.00 as a security deposit. Within three (3) weeks after the termination of this tenancy AND receipt by LANDLORD in writing of RESIDENT'S mailing address or delivery instructions, LANDLORD will return the security deposit to RESIDENT together with simple interest pursuant to Minnesota state law beginning at the start of occupancy OR furnish to RESIDENT a written statement showing the specific reasons why LANDLORD has withheld the deposit or any portion thereof. LANDLORD may withhold from the security deposit amounts reasonably necessary to: (1) remedy RESIDENT'S default in the payment of rent or any other amounts due to LANDLORD under this lease, and (b) restore the Premises to the condition

No. 0208
Nov. 19. 2010 11:15AM

at the commencement of the residency, ordinary wear and tear excepted. Nail holes are not considered normal wear and tear. If the security deposit is insufficient for the purposes stated above, then RESIDENT shall be liable for the excess.

10. MANAGER

The property is managed by Sentinel Management Company, LLC whose business address is 5215 Edina Industrial Boulevard, Suite 100, Edina, Minnesota 55439. Sentinel Management Company, LLC is the agent of the LANDLORD and is empowered to accept service of process and to receive and give receipt for notices and demands.

11. USE

RESIDENT agrees to use the Apartment only as a residence for the purposes designated as Occupants and to use the Garage Space only for an automobile owned or leased by an Occupant. RESIDENT further agrees to the following conditions:

- (a) RESIDENT shall not sublet the Premises or assign the lease without the WRITTEN permission of LANDLORD.
- (b) Neither RESIDENT nor any OCCUPANT shall conduct a business of any kind on the Premises.
- (c) Neither RESIDENT nor any OCCUPANT shall use the Premises, common areas, or area surrounding the Building nor allow any dependent/s or guests to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to manufacture, sell, give away, barter, exchange, or distribute any illegal drugs.
- (d) Neither RESIDENT nor any OCCUPANT shall unreasonably disturb the quiet and peaceful possession of the Premises by other residents.
- (e) RESIDENT and OCCUPANTS shall keep the Garage Space in a clean (broom swept) and sanitary condition, and shall not use the Garage Space so as to interfere with any adjoining garage space or common area. Garage doors (where applicable) shall be kept closed. The Garage Space shall not be used for storage of personal property of any kind.
- (f) Neither RESIDENT nor any OCCUPANT shall affix any lock or other permanent hardware on the Premises or use or store any large appliance within the Premises without the written permission of LANDLORD.
- (g) Neither RESIDENT nor any OCCUPANT shall permit anything to be thrown out of the windows; nothing shall be hung on the outside of the windows or placed on the outside window sills of any window in the Building; the halls, stairways, patios, balconies, garages and other common areas shall not be used for the storage of furniture or other articles.
- (h) Neither RESIDENT nor any OCCUPANT shall install any aerials, antennas or other electrical connections within the Apartment or on the Building exterior.
- (i) RESIDENT and OCCUPANTS shall keep the Storage Locker in a clean and sanitary condition. RESIDENT shall provide a removable lock for the Storage Locker and keep such Storage Locker locked at all times when not in use.
- (j) Neither RESIDENT nor any OCCUPANT shall paint or affix wallpaper or contact paper without the written permission of LANDLORD.
- (k) Neither RESIDENT nor any OCCUPANT shall interfere with the management of the property.
- (l) RESIDENT and OCCUPANTS shall surrender the Premises to LANDLORD when tenancy is terminated as provided in Section 7 above.

12. SATELLITE DISHES AND ANTENNAE

The installation of satellite dishes or antennae in spaces exclusively within the control of RESIDENT is subject to special FCC requirements and reasonable rules and regulations of LANDLORD. If RESIDENT wants to install satellite dishes or antennae in spaces exclusively within RESIDENT'S control, he/she must come to the management office to obtain the rules regarding the installation of satellite dishes or antennae. RESIDENT will be required to sign a separate Indemnity and Hold Harmless Agreement that makes RESIDENT responsible for the installation, removal, and any damage caused by a dish or antenna.

13. ASBESTOS

RESIDENT acknowledges that it has been expressly disclosed to RESIDENT by LANDLORD that the Building and Premises contain asbestos-containing materials, including ceiling material, vinyl asbestos floor tile, and certain pipe and mechanical equipment insulation. The acknowledgement by RESIDENT of the presence of asbestos does not in any manner impose any liability or responsibility on RESIDENT for removal, treatment, or abatement of such material, provided, however, that RESIDENT shall not intentionally disturb or damage asbestos-containing material without prior notice to LANDLORD, so that proper safety procedures may be implemented.

In the event LANDLORD elects to remove or abate asbestos-containing material from the Premises and this activity interferes with RESIDENT'S use or occupancy of the Apartment, LANDLORD shall relocate RESIDENT to a comparable apartment for the duration of the project, without any cost to RESIDENT.

14. PERSONAL PROPERTY OF LANDLORD

The Apartment is furnished in part with personal property (refrigerator, range, disposal, dishwasher, etc.), which belongs to LANDLORD. RESIDENT agrees to maintain and preserve this personal property and to return it to LANDLORD at the conclusion of this lease in the same condition in which it was received, with the exception of ordinary wear and tear.

15. RENTAL APPLICATION

The Rental Application executed by RESIDENT is hereby made a part of the lease. Any misrepresentation of material fact contained in the application shall constitute a material breach of the lease and entitle LANDLORD to pursue its remedies under Section 17.

16. EXPENSES AND COSTS OF ENFORCEMENT

RESIDENT agrees to pay to LANDLORD all expenses and costs, including reasonable attorney fees, incurred by LANDLORD in enforcing the terms of the lease. This includes court costs and attorney's fees even if rent is paid after legal action is started.

17. BREACH OF LEASE AND LANDLORD'S REMEDIES

If RESIDENT breaches the lease, LANDLORD shall have the right to immediately terminate the lease, have the RESIDENT evicted and sue the RESIDENT for damages, OR affirm the lease and sue the RESIDENT for damages. Damages shall include, but not be limited to, all costs incurred by LANDLORD in attempting to re-rent the Premises, including painting and shampooing. In addition, if LANDLORD brings any legal action or collection proceeding against RESIDENT, RESIDENT shall pay LANDLORD'S actual attorney's fees, court costs, filing fees and service fees, including collection agency fees, even if rent is paid after legal action is started. RESIDENT agrees that all of the above costs, fees and charges may be deducted from the security deposit and interest earned thereon. If LANDLORD commences an Unlawful Detainer action as a result of RESIDENT'S breach of the lease and RESIDENT cures such breach

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and remains in possession of the Premises, any further breach of the lease by RESIDENT shall give LANDLORD, in addition to any other remedies provided in this lease or by law, the right to repossess the Premises regardless of RESIDENT'S cure or attempted cure of such further breach.

By way of illustration, and not of limitation, the following activities of RESIDENT shall constitute breaches of lease:

- (a) If RESIDENT fails to pay the full amount of rent or any other sums when due.
- (b) If RESIDENT fails to inform LANDLORD of all persons residing at the Premises and fails to receive LANDLORD'S written approval for the same.
- (c) If RESIDENT or any OCCUPANT keeps a pet or allows a pet in the Premises or on the common grounds, other than approved domestic cats (no more than two), small caged birds or tropical fish which are permitted.
- (d) If RESIDENT or any OCCUPANT fails to maintain the Premises in a clean and sanitary condition.
- (e) If the conduct of RESIDENT, any OCCUPANT, or any guest of either RESIDENT or OCCUPANT is so objectionable or improper as to unreasonably interfere with the use and quiet enjoyment of the Building by other residents.
- (f) If RESIDENT fails to reimburse LANDLORD for repairs made necessary to the property of LANDLORD by the negligence, neglect, misuse or abuse of RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT.
- (g) If RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT causes serious damage to the Premises or common areas.
- (h) If RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT unlawfully possesses any illegal object or substance, including drugs/narcotics, at the property.
- (i) If RESIDENT, any OCCUPANT or any guest of either RESIDENT or OCCUPANT engages in or permits unlawful activity on the Premises, common areas or anywhere else on the property.
- (j) If RESIDENT has provided any false information in connection with RESIDENT'S application to rent the Premises.

Acceptance of rent does not waive LANDLORD'S right to evict RESIDENT for any past or existing violation of any term of the lease.

18. LANDLORD'S DUTIES

- (a) LANDLORD will maintain the Premises and all common areas for the use intended by the parties.
- (b) LANDLORD will maintain the Premises in reasonable repair during the term of the lease, except when the disrepair has been caused by the willful, malicious, negligent or irresponsible conduct of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.
- (c) LANDLORD will maintain the Premises in compliance with the applicable health and safety laws of the state and of the local units of government where the Premises are located during the term of the lease, except when violation of the health and safety laws has been caused by the willful, malicious, negligent or irresponsible conduct of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.

19. INTERRUPTION OF SERVICE BEYOND CONTROL OF LANDLORD

RESIDENT shall notify LANDLORD immediately in case of malfunction of equipment, owned by LANDLORD or utilities and LANDLORD shall make repairs with reasonable promptness. Rent shall not abate during any such period if such malfunction is due to any cause beyond the control of LANDLORD. LANDLORD may charge RESIDENT the reasonable cost of making any repairs caused by neglect, misuse, abuse or negligence of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.

20. REPAIRS AND DAMAGE TO PREMISES

RESIDENT agrees to request all repairs to the Premises or common areas in writing to LANDLORD, except that in an emergency, telephone calls will be sufficient notice. LANDLORD shall make repairs with reasonable promptness. Rent shall not abate during the period of repairs. LANDLORD may charge RESIDENT the reasonable cost of making any repairs caused by the neglect, misuse, abuse or negligence of RESIDENT, any OCCUPANT or any guest of RESIDENT or an OCCUPANT.

If the Premises are damaged by fire or other casualty so they are unfit for occupancy, and if LANDLORD decides not to repair the Premises, LANDLORD may terminate this lease by giving written notice to RESIDENT. Upon such termination of this lease, rent paid by RESIDENT shall be prorated to the date of damage and the balance refunded to RESIDENT. If LANDLORD does decide to repair the Premises, rent shall abate during the period of repairs.

21. TELEPHONE SERVICE

RESIDENT agrees to pay any charges incurred in switching over to another provider and to notify LANDLORD of their intention to do so. RESIDENT also agrees to restore telephone service connections wiring back to their original state and pay any fees incurred in doing so upon vacating the premises.

22. LIABILITY OF LANDLORD AND RESIDENT INSURANCE

LANDLORD (including its partners, officers, employees, agents and representatives) shall not be liable to RESIDENT, or those claiming by, through or under RESIDENT, for any injury, death or property damage occurring in, on or about the Premises, however caused. LANDLORD shall, however, be liable for its or its agents' negligence unless the damage or other injury arising out of such negligence is covered by a standard renter's or automobile insurance policy, WHICH LANDLORD STRONGLY RECOMMENDS THAT RESIDENT PURCHASE FOR RESIDENT'S PROTECTION AGAINST SUCH INJURY, DEATH OR PROPERTY DAMAGE. RESIDENT shall, however, obtain an insurance policy to cover any damage to the Apartment resulting from RESIDENT'S use of a waterbed. RESIDENT shall deliver to LANDLORD a Certificate of Insurance providing evidence of such insurance policy prior to moving a waterbed into the Apartment.

If any of LANDLORD'S employees are requested by RESIDENT to render any services not contemplated in this lease, such as moving automobiles, handling of furniture, cleaning, delivering packages, etc., such employees shall be deemed agents of RESIDENT while performing these services regardless of whether payment is arranged for such services; and RESIDENT agrees to hold LANDLORD harmless from all liability for damages which may occur in connection with rendering such services.

23. LANDLORD'S RIGHT OF ENTRY

In addition to the right to enter the Premises to make repairs, upon 24 hours notice LANDLORD shall have the right, by itself or through its agents or employees, to enter the Premises for any reasonable business purpose. A "reasonable business purpose" shall include, but not be limited to, "showing" the Premises to prospective residents during the last 60 days of the lease term. In the event of an emergency, LANDLORD or its agents or employees may enter the Premises without any prior notice.

24. RULES AND REGULATIONS

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RESIDENT shall promptly comply with and use the Premises, the common areas and the area surrounding the Building, including parking facilities, in accordance with such rules and regulations as may from time to time be made by LANDLORD for the general safety, comfort and convenience of LANDLORD and other residents in the building. RESIDENT shall also cause its guests to abide by such rules and regulations. LANDLORD shall not be responsible to RESIDENT for enforcement of such rules and regulations against other residents.

25. WAIVER

Failure by LANDLORD to insist upon the strict performance of the terms of this lease shall not constitute or be construed as a waiver or relinquishment of LANDLORD'S right to thereafter enforce such terms.

26. GIVING AND RECEIVING NOTICE

Whenever this lease requires one of the parties to give a written notice to the other party, this notice MUST BE RECEIVED by the other party or his agent on or before the date specified. RESIDENT agrees that such written notice must be signed by all parties listed as RESIDENT(s) in Section One (1) of the Lease. RESIDENT agrees that notices and demands delivered by LANDLORD to the Apartment constitute proper notice and are effective as soon as delivered.

27. GUESTS

RESIDENT'S guest(s) shall abide by the same covenants of the lease as RESIDENT. RESIDENT agrees to accompany guest(s) when facilities at the property are to be used.

28. PARKING AREA

Neither RESIDENT nor RESIDENT'S guest(s) shall leave inoperative vehicle(s) in the parking area. For the purpose of snow removal, sweeping, blacktopping, etc., RESIDENT agrees upon 24 hours notice to cooperate by moving any vehicle requested by LANDLORD. LANDLORD may tow at RESIDENT'S expense any vehicle remaining in the parking area in violation of this lease.

29. ENTIRE AGREEMENT

This lease contains the entire agreement of the parties. No changes shall be made to this lease except by means of writing, signed by both parties and dated.

30. SIGNATURES OF PARTIES

IN WITNESS WHEREOF, we have signed this lease jointly and severally.

RESIDENTS:

W. Hansen

DATE SIGNED:

11/19/10

LANDLORD:

KELLOGG SQUARE APARTMENTS, LLC

By: SENTINEL MANAGEMENT COMPANY, LLC
Its Managing Agent

DATE SIGNED:

By: Resident Manager

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AGREEMENT

THIS AGREEMENT made and entered into this 17th day of November, 2010, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Paula Pedersen & Dr. Shelley L. Smith, independent contractors, hereinafter called Contractors. Ron Hagland, Coordinator of the Office of Education Equity, will be the District's designated Contract Officer.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractors 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 November 17th, 2010, and shall remain in effect until December 31st, 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. Contractors shall provide the following services:

- Meet with district personnel to understand scope of services they will be providing
- Develop focus group questions for participants of the Intercultural Leadership Project
- Conduct five focus groups for district participants of the Leadership Project (2-Central High School faculty/staff; 1-East High School faculty/staff; 1-Principal's PLC group)
- Provide ISD #709 (Ron Hagland) a summary of themes generated from the focus groups by December 10, 2010.

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 combined sum not to exceed \$2,990.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN)/and or SSN on any invoice to be 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 and/or SSN is provided.

4. **Requests for Reimbursement.** Contractors will be paid in the following manner. Contractor will **individually submit an Invoice** to the Attention of Office of Education Equity in the amount of \$1,495.00 to Dr. Paula Pedersen and \$1,495.00 to Dr. Shelley L. Smith. Invoice will include TIN/Social Security Number and return mailing address. Once the Invoice is approved, payment will be made in full-agreed amount. Approval of the Invoice is contingent upon receipt and acceptance of the focus group summary report.

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 Contractors 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 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail.

Contractors' primary mailing Address:

Shelley L. Smith
1018 Chester Park Dr.
Duluth MN 55812

Paula Pedersen
6476 S. Range Line Rd.
South Range, WI 54874

9. **Assignment.** Contractors 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.

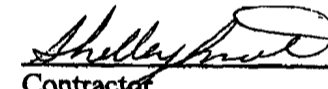
12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

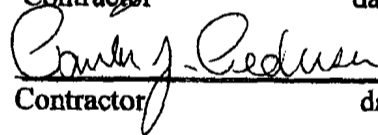
13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates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


 _____ date
 Program Director


 _____ 11/22/10
 Director of Business Service date


 _____ 11-19-10
 Contractor date


 _____ 11-19-10
 Contractor date

CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is entered into by **KIRK J. NAUMAN and JAMIE E. BUNT**, as joint tenants ("Grantor") and by **INDEPENDENT SCHOOL DISTRICT #709** ("Grantee").

RECITALS

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally described as:

Lot 23, Block 2, ALTERED PLAT OF LONDON PARK ADDITION TO
DULUTH
Lot 24, Block 2, ALTERED PLAT OF LONDON PARK ADDITION TO
DULUTH

(the "Property").

B. Grantee desires a temporary construction easement for construction activities north of and adjacent to the Property.

C. Grantee, and its agents, invitees, employees and others, will be required to enter upon the Property in order to conduct the construction activities.

D. Grantee desires to obtain from Grantor a temporary easement covering that portion of the Property described as follows:

Northerly 25 feet of Lot 23, Block 2, ALTERED PLAT OF LONDON PARK
ADDITION TO DULUTH and Northerly 3 feet of Lot 24, Block 2, ALTERED
PLAT OF LONDON PARK ADDITION TO DULUTH

Containing 700 square feet, more or less.

(the "Construction Easement Area");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Recitals are included as a part of this Agreement.

2. Grantee shall pay to Grantor the sum of \$20,000 within 30 days of execution of this Agreement. This payment includes compensation for the temporary construction easement and slope change, and the estimated cost of replacing and/or reorientating the garage and driveway. The Grantor is responsible for all costs, scheduling and coordination of such replacement and/or reorientation.

3. Grantor grants an easement (the "Construction Easement") to Grantee, its agents, invitees and employees, to enter upon and have access to the Construction Easement Area. The Construction Easement area is shown on the attached Exhibit A. This Construction Easement is for the purpose of conducting construction activities and to carry out the purposes of this Agreement. This Construction Easement will automatically terminate, without further action of either party, on December 1, 2010.

4. Grantee shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by such construction activities and through any negligent act or omission of Grantee or of its agents, contractors, subcontractors, suppliers or employees in the course of construction.

5. Prior to expiration of the Construction Easement, Grantee shall slope and reasonably restore the Construction Easement area to its condition prior to Grantee's entry.

6. This Agreement may be executed in separate counterparts.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed on the dates indicated below.

INDEPENDENT SCHOOL DISTRICT #709

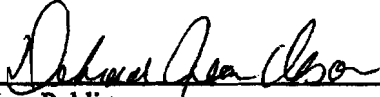
By: W. C. Hanson
Its: CFO

Kirk J. Nauman
Kirk J. Nauman

Jamie E. Bunt
Jamie E. Bunt

STATE OF MINNESOTA)
) ss.
COUNTY OF St Louis)

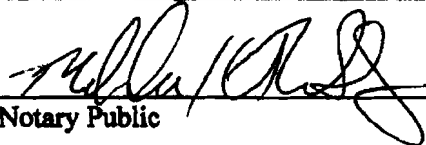
The foregoing instrument was acknowledged before me this 13 day of Oct, 2010, by Kirk J. Nauman and Jamie E. Bunt, as joint tenants.


Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF St Louis)



The foregoing instrument was acknowledged before me this 13th day of October, 2010, by Bill Hanson, the CEO-Director of Business of Independent School District #709.


Notary Public

This instrument was drafted by:
Fryberger, Buchanan, Smith & Frederick, P.A.
700 Lonsdale Building
302 West Superior Street
Duluth, Minnesota 55802
(218) 722-0861
DRO



EXHIBIT

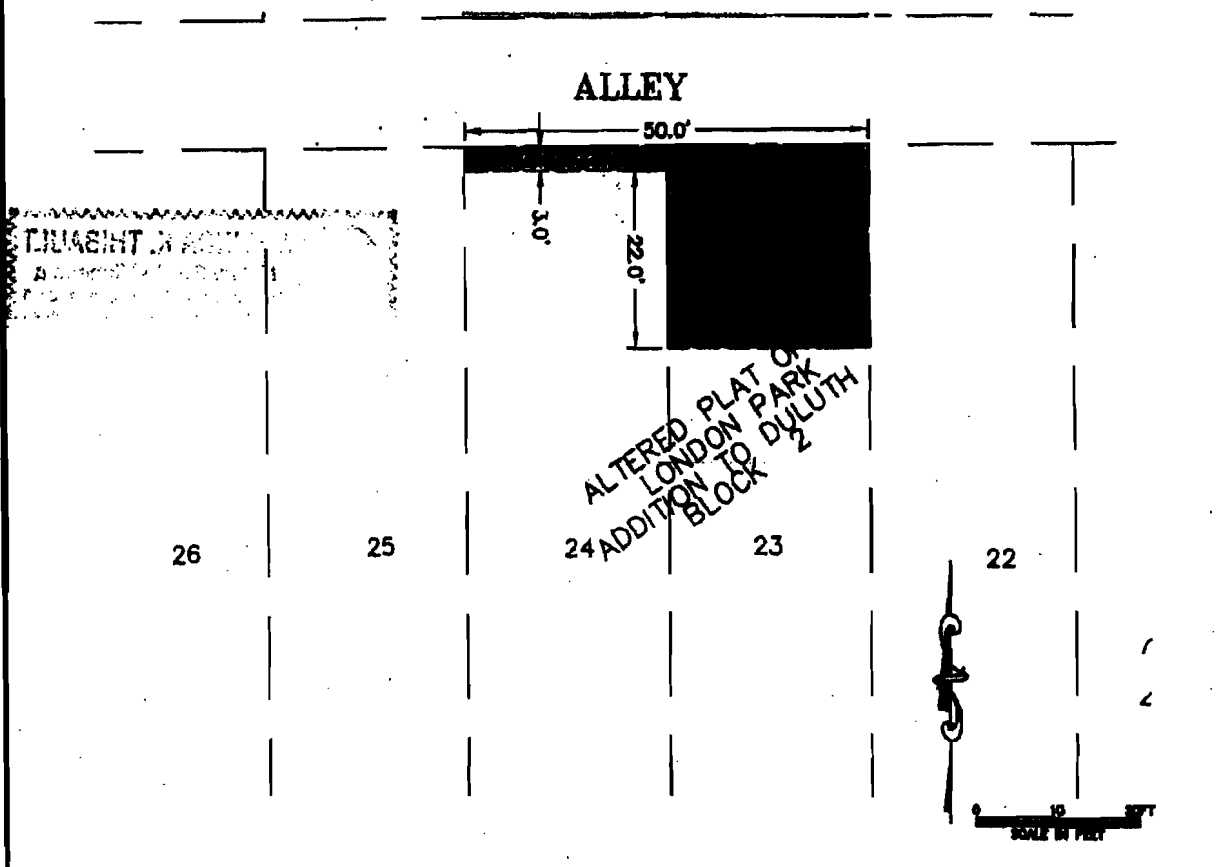
OWNER: KIRK J NAUMAN
PID: 010-3080-00470

Temporary Construction Easement Description

An easement for temporary construction purposes over, under and across Lots 23 and 24, Block 2, ALTERED PLAT OF LONDON PARK ADDITION TO DULUTH, described as follows:

The northerly 25.00 feet of said Lot 23, and the northerly 3.00 feet of said Lot 24.

Said temporary construction easement contains 700 square feet, more or less.



OWNER	NAME	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.	
CLIENT	NAME	PROJECT	DATE
DATE	BY	SIGNATURE	DATE

AVRIS ASSOCIATES
Duluth, Minnesota

CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is entered into by **KARLA J. WOODFILL** ("Grantor") and by **INDEPENDENT SCHOOL DISTRICT #709** ("Grantee").

RECITALS

A. Grantor is the owner of real property located in St. Louis County, Minnesota, and legally described as:

Lot 9, Block 2, ALTERED PLAT OF LONDON PARK ADDITION TO
DULUTH
Lot 10, Block 2, ALTERED PLAT OF LONDON PARK ADDITION TO
DULUTH

(the "Property").

B. Grantee desires a temporary construction easement for construction activities south of and adjacent to the Property.

C. Grantee, and its agents, invitees, employees and others, will be required to enter upon the Property in order to conduct the construction activities.

D. Grantee desires to obtain from Grantor a temporary easement covering that portion of the Property described as follows:

Southerly 6 feet of Lots 9 and 10, Block 2, ALTERED PLAT OF LONDON
PARK ADDITION TO DULUTH

Containing 300 square feet, more or less.

(the "Construction Easement Area");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Recitals are included as a part of this Agreement.
2. Grantee shall pay to Grantor the sum of \$2,000 within 30 days of execution of this Agreement.
3. Grantor grants an easement (the "Construction Easement") to Grantee, its agents, invitees and employees, to enter upon and have access to the Construction Easement Area. The Construction Easement area is shown on the attached Exhibit A. This Construction Easement is for the purpose of conducting construction activities and to carry out the purposes of this Agreement. This Construction Easement will automatically terminate, without further action of either party, on December 1, 2010.
4. Grantee shall indemnify and hold Grantor harmless from and against any and all loss and damage that shall be caused by such construction activities and through any negligent act or omission of Grantee or of its agents, contractors, subcontractors, suppliers or employees in the course of construction.
5. Prior to expiration of the Construction Easement, Grantee shall slope and reasonably restore the Construction Easement area to its condition prior to Grantee's entry.
6. This Agreement may be executed in separate counterparts.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed on the dates indicated below.

INDEPENDENT SCHOOL DISTRICT #709

By: W. Hanson
Its: CFO

Karla J. Woodfill
Karla J. Woodfill

STATE OF MINNESOTA)
COUNTY OF St. Louis) ss.

The foregoing instrument was acknowledged before me this 12 day of October, 2010, by Karla J. Woodfill.

Marilyn J. Mitchell
Notary Public



EXHIBIT

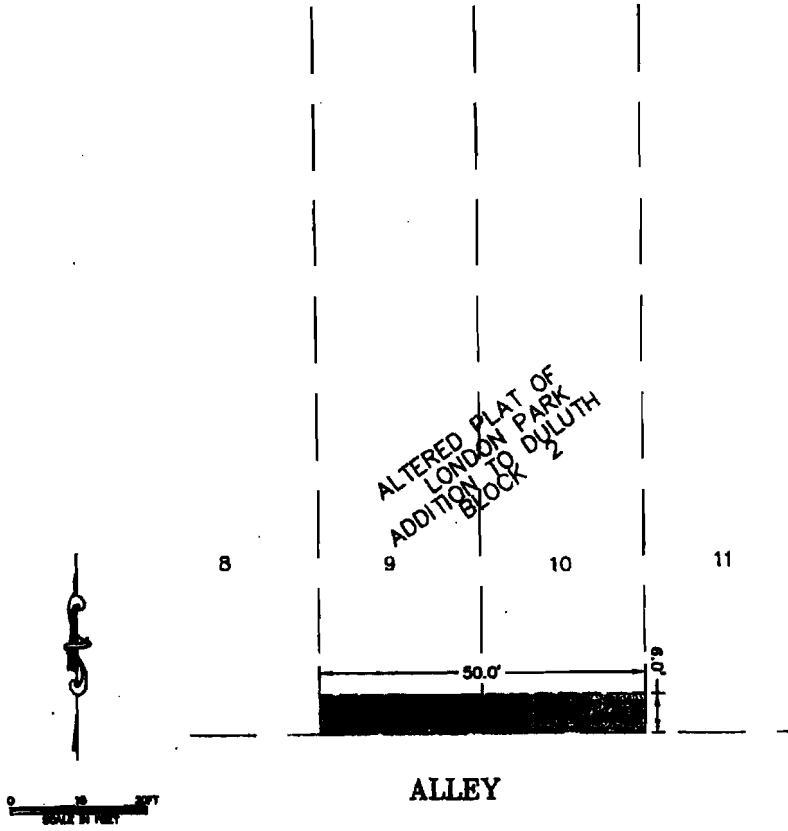
OWNER: KARLA J WOODFILL
PID: 010-3080-00330

Temporary Construction Easement Description

An easement for temporary construction purposes over, under and across Lots 9 and 10, Block 2, ALTERED PLAT OF LONDON PARK ADDITION TO DULUTH, described as follows:

The southerly 6.00 feet of said Lots 9 and 10.

Said temporary construction easement contains 300 square feet, more or less.



DATE	FILE	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.	AVES ASSOCIATES Duluth, Minnesota
DATE	FILE		
DATE	FILE		
DATE	FILE		
DATE	FILE	Print Name <u>Robert Ross</u> License <u>40227</u>	
DATE	FILE	Signature <u>[Signature]</u> Date <u>08-28-18</u>	