

**Business Committee**  
 Duluth Public Schools, ISD 709  
 Agenda  
 Tuesday, November 13, 2018  
 District Services Center  
 709 Portia Johnson Dr.  
 Duluth, MN 55811  
 4:15 PM

1. **Financial Report**
  - A. Financial Report - Financial statements only (Cash Flow report will resume later this year) 4
  - B. Approval of Payment of Claims - Attached as an "extra"
  - C. Budget Revisions 13
  - D. Wire Transfers 15
  - E. Investment Transactions 16
  - F. APU Projections 17
  - G. Fundraisers 19
2. **Bids, R.F.P.s and Quotes Reports**
  - A. Bid - None
  - B. RFPs - None
  - C. Quotes - None
3. **Policies and Regulations** - None
4. **Contracts, Change Orders, and Leases**
  - A. Contracts
    - 1) City of Duluth for the State of Minnesota Department of Employment and Economic Development Workforce Development Division (DEED) 20  
 Attached is a revenue agreement between the City of Duluth and the District's Adult Basic Education program for the Pathways to Prosperity Connections to Careers in Healthcare and Construction program. This program will prepare individuals with the skills needed to enter into employment in the healthcare and construction fields. Adult Basic Education will receive two payments of \$31,800.00, one in FY2018 and the second in FY 2019, totaling \$63,600.00, for their efforts in this partnership.  
  
Recommendation: It is recommended that the Duluth School Board approve entering into this agreement.
    - 2) Duluth Heritage Sports Center 41  
 Attached is a renewal of the contract with the Duluth Heritage Sports Center. Original agreement date was June 28, 2007 with two addendums signed after that, the most recent being September 1, 2012.

Recommendation: It is recommended that the Duluth School Board approve this contract.

B. Change Orders

1) **PLACEHOLDER** - Other Change Orders

C. Leases

1) **PLACEHOLDER** - The Hills

2) **PLACEHOLDER** - Valley Youth/Welch Center

5. **Resolutions**

A. B-11-18-XXXX - Acceptance of Donations 53

Recommendation: It is recommended that the Duluth School Board approve Resolution 11-18-XXXX.

B. B-11-18-XXXX - Authorized Bank Account Signer 56

Recommendation: It is recommended that the Duluth school Board approve Resolution B-11-18-XXXX.

C. B-11-18-XXXX - Designation of Identified Official with Authority (IOwA) for the MDE External User Access Re-certification System 57

Recommendation: It is recommended that the Duluth School Board approve Resolution 11-18-XXXX.

D. B-11-18-XXXX - Resolution Authorizing the Issuance of Full Term Refunding Certificates of Participation, Series 2018A 58

This resolution was Postponed Definitely (at the September 2018 School Board meeting) to the November 2018 School Board meeting.

Recommendation: It is recommended that the Duluth School Board approve Resolution B-11-18-XXXX.

E. B-11-18-XXXX - Resolution Authorizing the Issuance of Full Term Refunding Certificates of Participation, Series 2018 60

This resolution was Postponed Definitely (at the September 2018 School Board meeting) to the November 2018 School Board meeting.

Recommendation: It is recommended that the Duluth School Board approve Resolution B-11-18-XXXX.

F. **PLACEHOLDER** - Sale of Property

6. **Informational - These items are provided for informational purposes only; no action is required.**

A. Expenditure Contracts 63

The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of October 2018.

B. Extension or Renewal Contracts - None

C. <u>No Cost Contracts</u>	<u>91</u>
The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of October 2018.	
D. <u>Revenue Contracts</u> - None	
E. <u>Change Orders Signed</u> - None	
F. <u>Facilities Management &amp; Capital Project Status Report</u>	<u>108</u>
G. <u>Property Sale Updates</u>	<u>109</u>
H. <u>Discretionary Compensatory Spending Update</u>	<u>110</u>
I. <u>School Board Strategic Planning</u>	
<b>7. <u>Future Items</u></b>	
A. Final Levy Approval (December)	
B. FY 2017-18 Audit Results (December)	
C. Policy Updates	

		General Fund Sep-18			Percent of year	25.00%
		FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
<b>Revenues</b>						
Levy	\$	-	\$ 12,802,626	\$ 12,780,894	\$ 12,780,894	100%
State aids		21,744,482	71,873,563	69,994,407	48,249,925	69%
Special ED (fin 740)		1,002,009	13,737,860	13,496,247	12,494,238	93%
Federal		1,087,862	5,623,431	5,637,981	4,550,119	81%
Other		-	-	-	-	
Other Local		503,718	2,949,850	2,894,567	2,390,849	83%
Student Activities		-	1,496,993	1,496,993	1,496,993	100%
<hr/>						
Total Revenue	\$	24,338,071	\$ 108,484,323	\$ 106,301,089	\$ 81,963,018	77%
<hr/>						
<b>Expenditures</b>						
010-050 Administration	\$	847,467	\$ 4,885,552	\$ 5,227,718	\$ 4,380,251	84%
105-110 District Support Services		1,553,027	4,049,994	5,405,076	3,852,049	71%
200-298 Elem & Secondary Reg		3,842,624	42,493,820	42,182,688	38,340,064	91%
300-380 Vocational Education		168,116	1,701,341	1,710,785	1,542,669	90%
400-422 Special Education		2,046,103	23,158,015	22,333,577	20,287,474	91%
505-590 Community Education						
605-640 Instructional Support		504,298	3,890,733	3,953,519	3,449,221	87%
710-770 Pupil Support		717,160	8,047,695	7,880,527	7,163,367	91%
805-865 Sites and Buildings		2,274,294	15,160,113	12,826,602	10,552,308	82%
910-940 Fiscal & Other Fixed		949,158	3,480,000	3,260,000	2,310,842	71%
Student Activities		-	1,496,993	1,496,993	1,496,993	100%
<hr/>						
Total Expenditures	\$	12,902,247	\$ 108,364,256	\$ 106,277,485	\$ 93,375,238	88%
<hr/>						
Excess Rev Over (Under)	\$	11,435,824	\$ 120,067	\$ 23,604	\$ (11,412,220)	

		Percent of year			25.00%	
		General Fund Unrestricted				
		Sep-18				
		FY19	FY 19 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
<b>Revenues</b>						
Levy	\$	-	\$ 9,519,071	\$ 9,497,339	\$ 9,497,339	100%
State aids		21,437,507	61,109,019	59,230,727	37,793,220	64%
Special ED (fin 740)		1,002,009	13,737,860	13,496,247	12,494,238	93%
Federal		-	-	-	-	
Other		-	-	-	-	
Other Local		488,988	2,095,153	2,147,154	1,658,166	77%
Student Activities		-	1,496,993	1,496,993	1,496,993	100%
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Total Revenue	\$	22,928,504	\$ 87,958,096	\$ 85,868,460	\$ 62,939,956	73%
<hr/>						
<b>Expenditures</b>						
010-050 Administration	\$	847,467	\$ 4,885,552	\$ 5,227,718	\$ 4,380,251	84%
105-110 District Support Services		1,553,027	3,899,994	5,265,380	3,712,353	71%
200-298 Elem & Secondary Reg		2,676,410	30,362,497	30,051,365	27,374,955	91%
300-380 Vocational Education		152,201	1,569,790	1,579,234	1,427,033	90%
400-422 Special Education		1,776,658	20,296,764	19,577,536	17,800,878	91%
505-590 Community Education						
605-640 Instructional Support		248,661	1,446,097	1,418,697	1,170,036	82%
710-770 Pupil Support		685,540	8,047,695	7,873,161	7,187,621	91%
805-865 Sites and Buildings		1,926,097	12,352,647	10,019,136	8,093,039	81%
910-940 Fiscal & Other Fixed		188,008	3,260,000	3,260,000	3,071,992	94%
Student Activities		-	1,496,993	1,496,993	1,496,993	100%
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Total Expenditures	\$	10,054,069	\$ 87,618,029	\$ 85,769,220	\$ 75,715,151	88%
<hr/>						
Excess Rev Over (Under)	\$	12,874,435	\$ 340,067	\$ 99,240	\$ (12,775,195)	

		Percent of year			25.00%
		General Fund Restricted			
		Sep-18			
	FY19	FY 19 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
<b>Revenues</b>					
Levy	\$ -	\$ 3,283,555	\$ 3,283,555	\$ 3,283,555	100%
State aids	306,975	10,764,544	10,763,680	10,456,705	97%
Special ED (fin 740)	-	-	-	-	
Federal	1,087,862	5,623,431	5,637,981	4,550,119	81%
Other	-	-	-	-	
Other Local	14,730	854,697	747,413	732,683	98%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 1,409,567</b>	<b>\$ 20,526,227</b>	<b>\$ 20,432,629</b>	<b>\$ 19,023,062</b>	<b>93%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	150,000	139,696	139,696	100%
200-298 Elem & Secondary Reg	1,166,214	12,131,323	12,131,323	10,965,109	90%
300-380 Vocational Education	15,915	131,551	131,551	115,636	88%
400-422 Special Education	269,445	2,861,251	2,756,041	2,486,596	90%
505-590 Community Education					
605-640 Instructional Support	255,637	2,444,636	2,534,822	2,279,185	90%
710-770 Pupil Support	31,620	-	7,366	(24,254)	
805-865 Sites and Buildings	348,197	2,807,466	2,807,466	2,459,269	88%
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities					
<b>Total Expenditures</b>	<b>\$ 2,087,028</b>	<b>\$ 20,526,227</b>	<b>\$ 20,508,265</b>	<b>\$ 18,421,237</b>	<b>90%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (677,461)</b>	<b>\$ -</b>	<b>\$ (75,636)</b>	<b>\$ 601,825</b>	

Percent of year **25.00%**

**Food Service Fund  
Sep-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	1,500	220,000	220,000	218,500	99%
Special ED (fin 740)	-	-	-	-	
Federal	138,611	2,617,000	2,633,320	2,494,709	95%
Other	35,964	6,000	1,259,500	1,223,536	97%
Other Local	1,078		6,000	4,922	82%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 177,153</b>	<b>\$ 2,843,000</b>	<b>\$ 4,118,820</b>	<b>\$ 3,941,667</b>	<b>96%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	309,238	4,182,661	4,198,981	3,889,743	93%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 309,238</b>	<b>\$ 4,182,661</b>	<b>\$ 4,198,981</b>	<b>\$ 3,889,743</b>	<b>93%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (132,085)</b>	<b>\$ (1,339,661)</b>	<b>\$ (80,161)</b>	<b>\$ 51,924</b>	

Percent of year **25.00%**

**Community Service Fund  
Sep-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ 972,505	\$ 972,505	\$ 972,505	100%
State aids	647,720	2,548,536	2,548,536	1,900,816	75%
Special ED (fin 740)	-	-	-	-	
Federal	9,956	2,093,958	2,093,958	2,084,002	100%
Other	-	-	-	-	
Other Local	539,601	1,787,700	1,802,700	1,263,099	70%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 1,197,277</b>	<b>\$ 7,402,699</b>	<b>\$ 7,417,699</b>	<b>\$ 6,220,422</b>	<b>84%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	964,507	7,674,184	7,689,184	6,724,677	87%
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 964,507</b>	<b>\$ 7,674,184</b>	<b>\$ 7,689,184</b>	<b>\$ 6,724,677</b>	<b>87%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 232,770</b>	<b>\$ (271,485)</b>	<b>\$ (271,485)</b>	<b>\$ (504,255)</b>	

Percent of year

25.00%

**Capital Projects Fund  
Sep-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	-	-	-	-	
Other Local	2,633	-	-	(2,633)	
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 2,633</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (2,633)</b>	
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	7,460	-	342,141	334,681	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 7,460</b>	<b>\$ -</b>	<b>\$ 342,141</b>	<b>\$ 334,681</b>	
<b>Excess Rev Over (Under)</b>	<b>\$ (4,827)</b>	<b>\$ -</b>	<b>\$ (342,141)</b>	<b>\$ (337,314)</b>	

		Percent of year			25.00%	
		Debt Service Fund				
		Sep-18				
		FY19	FY 19 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
<b>Revenues</b>						
Levy	\$	-	\$ 18,274,130	\$ 18,274,130	\$ 18,274,130	100%
State aids		781,252	2,198,818	2,198,818	1,417,566	64%
Special ED (fin 740)		-	-	-	-	
Federal		426,863	833,957	833,957	407,094	49%
Other		-	-	-	-	
Other Local		-	1,000,000	1,000,000	1,000,000	100%
Student Activities		-	-	-	-	
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Total Revenue	\$	1,208,115	\$ 22,306,905	\$ 22,306,905	\$ 21,098,790	95%
<hr/>						
<b>Expenditures</b>						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		-	-	-	-	
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		-	-	-	-	
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities		3,794,377	105,560,113	105,560,113	101,765,736	96%
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Total Expenditures	\$	3,794,377	\$ 105,560,113	\$ 105,560,113	\$ 101,765,736	96%
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Excess Rev Over (Under)	\$	(2,586,262)	\$ (83,253,208)	\$ (83,253,208)	\$ (80,666,946)	

		Trust Fund Sep-18			Percent of year	25.00%
		FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
<b>Revenues</b>						
Levy		\$ -	\$ -	\$ -	\$ -	
State aids		-	-	-	-	
Special ED (fin 740)		-	-	-	-	
Federal		-	-	-	-	
Other		-	-	-	-	
Other Local		5,357	262,450	262,450	257,093	98%
Student Activities		-	-	-	-	
<hr/>						
Total Revenue		\$ 5,357	\$ 262,450	\$ 262,450	\$ 257,093	98%
<hr/>						
<b>Expenditures</b>						
010-050	Administration	\$ -	\$ -	\$ -	\$ -	
105-110	District Support Services	-	-	-	-	
200-298	Elem & Secondary Reg	-	-	-	-	
300-380	Vocational Education	-	-	-	-	
400-422	Special Education	-	-	-	-	
505-590	Community Education	-	-	-	-	
605-640	Instructional Support	-	-	-	-	
710-770	Pupil Support	-	1,421,043	1,421,043	1,421,043	100%
805-865	Sites and Buildings	-	-	-	-	
910-940	Fiscal & Other Fixed	-	-	-	-	
	Student Activities	-	-	-	-	
<hr/>						
Total Expenditures		\$ -	\$ 1,421,043	\$ 1,421,043	\$ 1,421,043	100%
<hr/>						
Excess Rev Over (Under)		\$ 5,357	\$ (1,158,593)	\$ (1,158,593)	\$ (1,163,950)	

Percent of year 25.00%

**Dental Internal Service Fund**  
**Sep-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	151,643	840,000	840,000	688,357	82%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 151,643</b>	<b>\$ 840,000</b>	<b>\$ 840,000</b>	<b>\$ 688,357</b>	<b>82%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	223,476	819,000	819,000	595,524	73%
<b>Total Expenditures</b>	<b>\$ 223,476</b>	<b>\$ 819,000</b>	<b>\$ 819,000</b>	<b>\$ 595,524</b>	<b>73%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (71,833)</b>	<b>\$ 21,000</b>	<b>\$ 21,000</b>	<b>\$ 92,833</b>	





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 09/30/2018**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
09/07/2018	V109781	AFSCME MN COUNCIL 5 EFT	1,803.47
09/07/2018	V106466	CITISTREET FOR MSRS	31,051.96
09/07/2018	V106637	EBC - FLEX EFT	9,252.26
09/07/2018	V106636	EBC - TSA EFT	57,104.45
09/07/2018	V102915	FEDERAL 941 PR TAXES	504,620.34
09/07/2018	V107231	HARBOR POINTE CREDIT UNION	6,561.00
09/07/2018	V108066	MG TRUST	94,027.67
09/07/2018	V05173	MN CHILD SUPPORT EFT	1,510.35
09/07/2018	V108320	MN DEPT OF REVENUE EFT	2,245.56
09/07/2018	V102916	MN STATE PR TAXES	90,741.48
09/07/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	51,421.69
09/07/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	273,657.92
09/07/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,372,599.35
09/21/2018	V106466	CITISTREET FOR MSRS	100,451.84
09/21/2018	V106637	EBC - FLEX EFT	10,405.60
09/21/2018	V106636	EBC - TSA EFT	57,825.31
09/21/2018	V102915	FEDERAL 941 PR TAXES	539,078.77
09/21/2018	V107231	HARBOR POINTE CREDIT UNION	6,814.00
09/21/2018	V108066	MG TRUST	131,693.84
09/21/2018	V05173	MN CHILD SUPPORT EFT	1,666.80
09/21/2018	V108320	MN DEPT OF REVENUE EFT	1,137.80
09/21/2018	V102916	MN STATE PR TAXES	95,071.25
09/21/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	85,576.66
09/21/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	269,107.95
09/21/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,559,062.25
09/26/2018	V06645	MEDICA HEALTH PLAN (EFT)	176,458.00
09/26/2018	V106638	PEIP - HLTH EFT	1,343,350.62
09/26/2018	V80030	DELTA DENTAL PLAN OF MN(EFT)	79,390.83
09/26/2018	V104923	HARRIS BANK	18,629.70
			6,972,318.72

**ISD 709 - Duluth Public Schools**  
**GF Investment Activity for FY 2019**  
**As of September 30, 2018**

**Beginning Investment Balance (August 31, 2018) \$ 9,426,615.51**

**Add Purchases:**

Date	Issuer	Broker	Matures	Yield (YTM)		
9/5/2018	Bank of China New York	MBS	12/17/2018	1.75%	\$	248,000.00
9/11/2018	Ally Bk Midvale Utah CTF	MBS	12/3/2018	1.60%	\$	199,792.00
9/20/2018	CBC Fed Cr UN Oxnard Calif	MBS	12/13/2018	1.70%	\$	247,752.00
9/25/2018	MN Trust Term Series	MNT	10/25/2018	2.12%	\$	6,000,000.00

**Total Purchases \$ 6,695,544.00**

**Deduct Maturities/Calls/Sales:**

Date	Issuer	Broker	Matures	Yield (YTM)		
9/25/2018	MN Trust Term Series	MNT	9/25/2018	2.06%	\$	5,000,000.00
9/26/2018	Bank India New York CTF	MBS	9/26/2018	1.90%	\$	248,000.00

**Total Maturities \$ 5,248,000.00**

**Other items:**

Add:	Money Market Funds Interest				\$	111.65
	Beginning Value Adjustment					
	Other Interest/Cash Balance on Account (Reverse)					

Deduct:	Transaction Fees/Other					
	Market Value Adjustment-Adjust for Cost Basis					
	Other Interest/Cash Balance on Account (Reverse)				\$	248,000.00

**Total Other \$ (247,888.35)**

**Ending Investment Balance (September 30, 2018) \$ 10,626,271.16**

**Note:** Ending Investment Balance as of September 30, 2017 was \$2,926,489.55

**Duluth Public Schools-ISD 709  
APU / PU Projection Report - FY 2018  
November 2018**

Grade Levels	Nov Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	MFR PRELIMINARY	
						EOY	APU 1718
KG	587.50	0.996242452087	585.29	1.00	585.29	607.15	8040.28 Projected ADN
HK	74.00	1.042535211268	77.15	1.00	77.15	74.02	95.98 EC ADM
Gr 1-3	1850.00	0.988403001072	1828.55	1.00	1828.55	1844.36	34.2 VPK ADM
Gr 4-6	1847.59	0.979447181171	1809.62	1.00	1809.62	1789.45	8170.46 TOTAL
Gr 7-8	1190.80	0.962476454843	1146.12	1.20	1375.34	1398.02	
Gr 9-12	2790.98	0.929264145202	2593.56	1.20	3112.27	3114.91	
<b>Sub-Total</b>	8340.87		8040.28		<b>8788.21</b>	<b>8827.92</b>	
<b>Other APU Generators</b>							
	Nov Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU		
<b>Early Childhood</b>	210	0.457064461	95.98	1.000	95.98	100.32	
Early Childhood Details	Final Count	Nov 1 Count	Final PU				
15-16	367	206	86.97				
16-17	384	194	95.08				
17-18	422	216	100.32				
18-19*		210	95.98				
<b>Resident Tuition**</b>							
Resident Tuition Details	Total APU				33.07		
15-16	35.28						
16-17	30.01						
17-18	33.91						
18-19*	33.07						
<b>ALC**</b>							
ALC Details	Total APU				254.93		
15-16	260.4						
16-17	238.06						
17-18	266.33						
18-19*	254.93						
<b>Projected Total APU</b>					<b>8884.20</b>	<b>8928.24</b>	
<b>Budgeted APU</b>					8884.00		
<b>Net</b>					0.20		

\* Projected

Included in Grade level projections

PU: Pupil Unit

APU: Average Pupil Unit

PUW: Pupil Unit Weight

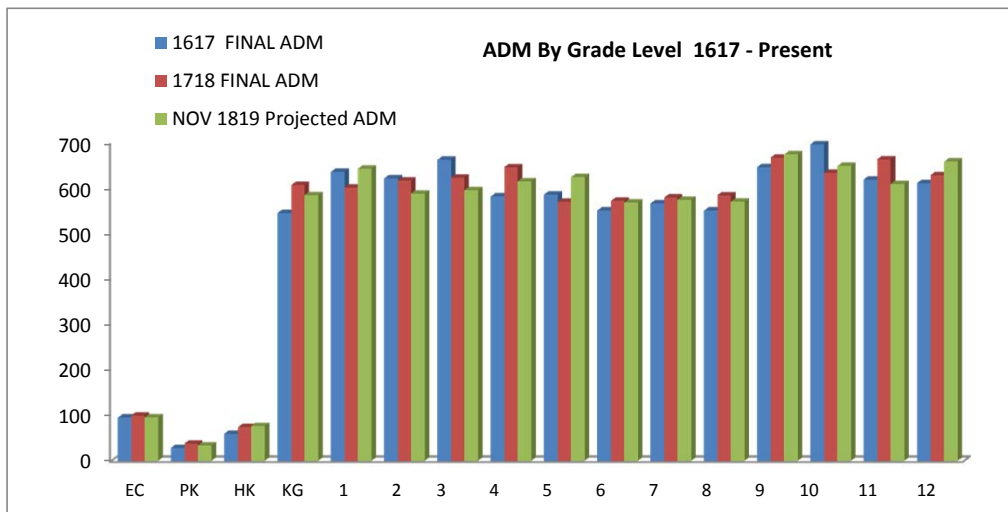
EOY: End of Year

MFR:MN Funding Reports

**Duluth Public Schools Projected ADM Report  
November 2018**

Grade	Total Number of Enr'ts	Unique Student Count	Current Enr'ts	Projected ADM	Budgeted ADM	ENRTS /ADM	ADM /Student
EC	262	237	210	95.98	97	2.73	0.40
PK	69	69	57	34.20	48.1	2.02	0.50
HK	107	81	74	77.15	67	1.39	0.95
KG	657	611	587.5	585.29	568	1.12	0.96
1	755	684	651	643.45	660	1.17	0.94
2	685	619	596	589.09	581	1.16	0.95
3	695	622	603	596.01	610	1.17	0.96
4	719	652	629	616.07	599	1.17	0.94
5	736	661	638.09	624.98	631	1.18	0.95
6	684	601	580.5	568.57	547	1.20	0.95
7	680	615	597.6	575.18	593	1.18	0.94
8	685	616	593.2	570.94	613	1.20	0.93
9	991	751	726.25	674.88	681	1.47	0.90
10	1005	750	698.95	649.51	655	1.55	0.87
11	1050	748	656.55	610.11	590	1.72	0.82
12	1461	936	709.23	659.06	638	2.22	0.70
<b>Total:</b>	<b>11241</b>	<b>9253</b>	<b>8607.87</b>	<b>8170.46</b>	<b>8178.1</b>	<b>1.38</b>	<b>0.93</b>

GRADE	1617 FINAL ADM	1718 FINAL ADM	NOV 1819 Projected ADM
EC	95.09	100.31	95.98
PK	28.85	38.4	34.20
HK	59.83	74.02	77.15
KG	546.04	607.15	585.29
1	636.59	602.43	643.45
2	622.13	617.88	589.09
3	662.99	624.05	596.01
4	582.37	646.85	616.07
5	586.63	570.25	624.98
6	551.39	572.35	568.57
7	567.26	579.84	575.18
8	551.08	585.18	570.94
9	647.17	668.14	674.88
10	697.38	634.02	649.51
11	619.99	664.31	610.11
12	612.03	629.29	659.06
<b>Total:</b>	<b>8066.82</b>	<b>8214.47</b>	<b>8170.46</b>



### Fundraisers - October 2018

School	Organization	Profit	Description
District-Wide	Families in Transition	\$1,000.00	Designed a website for the Families in Transition Program ( <a href="http://www.fitduluth.org">www.fitduluth.org</a> ) to utilize GO FUND ME to raise funds and to refer students who need assistance
Laura MacArthur	Grade 5	\$2,367.00	Beef sticks
Lester Park	School-wide	\$150.40	Parents shop this site (MightyNest) and can indicate what school they would like some of the profit to go to.
Lester Park	School-wide	\$4,000.00	Catalog fundraiser
Ordean-East	Grade 6	\$3,000.00	“Driven Coffee” (for two major trips for the 2019 school year)
Stowe	Wolf Ridge 5th grade trip	\$150.00	This was pre-popped kettle corn that Kettle Kravings gave to us to raise a little money for Wolf Ridge trip
Stowe	Wolf Ridge trip	\$160.00	We did bake sale during the Stowe Foundation Fun Run
Stowe	Wolf Ridge 5th grade trip	\$400.00	Beef stick sales will continue for school year

**SUB-RECIPIENT FUNDING AGREEMENT BETWEEN  
 INDEPENDENT SCHOOL DISTRICT 709 ADULT BASIC EDUCATION  
 AND  
 CITY OF DULUTH  
 FOR THE  
 STATE OF MINNESOTA  
 DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT  
 WORKFORCE DEVELOPMENT DIVISION  
  
 PATHWAYS TO PROSPERITY  
 CONNECTIONS TO CAREERS IN HEALTHCARE AND CONSTRUCTION**

**THIS AGREEMENT**, effective as of the date of attestation by the City Clerk ("Effective Date"), by and between the **CITY OF DULUTH**, (the "City"), and **INDEPENDENT SCHOOL DISTRICT 709 ADULT BASIC EDUCATION**, (the "Grantee").

**WHEREAS**, the City has entered into a Master Grant Agreement with the State of Minnesota, acting by and through its Department of Employment and Economic Development, Workforce Development Division ("DEED") to apply for and receive funds to provide employment and training services offered through the City's Workforce Development Department; and

**WHEREAS**, under the Master Grant Agreement, in cooperation with Grantee, the City applied to and received approval for funds in the amount of Three Hundred Twenty-Six Thousand Two Hundred Sixteen Dollars and no/100 (\$326,216.00) from DEED under its Pathways to Prosperity Program (the "Program Grant") to support healthcare and construction industries' workforce needs and address employment disparities in Duluth and northeast Minnesota. This program will prepare individuals with the skills needed to enter into employment in the healthcare and construction fields and/or access additional education ("the Project"). The Project Specific Plan ("PSP)/Work Plan/Budget – Modifications #1 & #2 is attached as *Exhibit A* and the grant award letter is attached as *Exhibit B*; and

**WHEREAS**, the City desires to award a portion of the Program Grant (the "Subgrant") to Grantee, and Grantee agrees to accept and utilize such proceeds for the Project.

**NOW, THEREFORE**, the parties agree to the following terms:

1. **AWARD.** The City awards a Subgrant to Grantee in the amount of Sixty-Three Thousand Six Hundred Dollars and no/100<sup>th</sup> (\$63,600.00) for Grantee's performance of its obligations under the Program Grant including:
  - A. Perform the duties specified in the PSP/Work Plan/Budget, which is attached as *Exhibit A* and incorporated into this Agreement.
  - B. Perform the duties to support the successful enrollment and completion of participants in the training classes as listed in the Calendar of Training, *Exhibit C*.
  - C. Achieve the goals as listed in the Budget Narrative, *Exhibit D*.
  - D. Follow all DEED policies and procedures including participating in Workforce One training provided by DEED, and entering all program data into Workforce One within the required timeframes.

- E. Provide quarterly reports two weeks prior to the reporting due date and/or any other reporting required by DEED, including Workforce One reporting and the Connections to Careers in Healthcare and Construction Project data.
- F. Submit invoice outlining services provided with supportive documentation to City Director as described in section 5. Examples of documentation for services include detailed receipts and timesheets.
- G. Coordinate with City staff on scheduling for services and/or workshops.
- H. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.
- I. Develop and maintain ongoing communication with City staff.

Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the Program Grant may result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Program must be approved in writing by the City and DEED. The City reserves the right to cancel or postpone training class start dates due to lack of enrolled participants or other circumstances.

**2. PERFORMANCE.** The Grantee must comply with all requirements applicable to the City in the Master Grant Agreement and/or Project Specific Plan. Grantee's default under the Project Specific Plan will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Program has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Grantee within 60 calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Agreement.

**3. TIME OF PERFORMANCE.** Grantee must start the Program upon execution of this Agreement and complete the Program on or before June 30, 2020. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.

**4. CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.

- A. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 7(G) herein.
- B. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.

**5. DISBURSEMENT.** It is expressly agreed and understood that the City will pay Grantee under this Agreement \$31,800 in the SFY 2018 and \$31,800 in SFY 2019 with the total amount not to exceed \$63,600.00. City will pay Grantee for all services performed under this Agreement as specified in the Budget Narrative, attached hereto as **Exhibit D**. Grantee's proposed budget is attached as **Exhibit E**. Invoices may be submitted on a monthly basis or other timeframe approved in writing by the Workforce Development Director, but must be submitted at a mid-point, and at the conclusion of the training contract. Payment for services will be sent within 45 days of receipt of invoice.

6. **NOTICES.** Communication and details concerning this Agreement must be directed to the following Agreement representatives:

**City:** City of Duluth  
 Elena Foshay, Director  
 Workforce Development Department  
 402 W. 1<sup>st</sup> Street  
 Duluth, MN 55802  
 218-730-5241

**GRANTEE:** Independent School District 709 Adult Basic Education  
 Patricia Fleege, Program Director  
 215 N. 1<sup>st</sup> Avenue East  
 Duluth, MN 55802  
 218-722-8985

7. **GENERAL CONDITIONS.**

A. **General Compliance.** The Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.

B. **Civil Rights Assurances.** Grantee and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:

1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

C. **Independent Contractor.** Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Grantee is an independent contractor.

D. **Liability.** Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipality

Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

**E. Indemnification.** Grantee will indemnify, defend, and hold harmless the City, its officers, agents, and employees, from any claims or causes of action, including attorney's fees incurred by Grantee arising from the performance of this Agreement by Grantee, or its officers, agents or employees

**F. Workers' Compensation.** The Grantee must provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement.

**G. Insurance.** Grantee shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein.

Insurance shall cover:

1. Public liability.
2. Independent contractors--protective contingent liability.
3. Personal injury.
4. Contractual liability covering the indemnity obligations set forth herein.

## 8. ADMINISTRATIVE REQUIREMENTS.

**A. Accounting Standards.** The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.

### B. Records.

1. *Retention.* The Grantee must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the Grantee has completed the Program; (b) six years after the Grantee has expended all proceeds of the Subgrant; or (c) six years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Agreement must be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he/she has received final payment.

2. *Inspections.* All Grantee records with respect to any matters covered by this Agreement must be made available to the City, DEED or their designees at any time during normal business hours, as often as the City or DEED deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

3. *Audits.* If requested by the City, the Grantee must have an annual financial compliance audit conducted in accordance with the City's requirements. The

Grantee must submit two copies of such audit report to the City. Any deficiencies noted in such an audit report or an audit/monitoring report issued by the City or its designees must be fully resolved by the Grantee within a reasonable time period after a written request from the City. Failure of the Grantee to comply with the provisions of this paragraph will constitute a violation of this Agreement and may result in the withholding of future payments or the requirement for Grantee to return all or part of the funds already disbursed.

4. *Data Practices Act.* The Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.

5. *Close-Outs.* The Grantee's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

**C. Payments.** The City will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Grantee.

**D. Procurement.** The Grantee must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. All unexpended program income must revert to the City upon termination of this Agreement.

## 9. MISCELLANEOUS.

**A. Assignability.** The Grantee may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.

**B. Copyright.** If this Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or DEED reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

**C. Relationship of the Parties.** It is agreed that nothing herein contained in intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint ventures, or joint enterprise between the parties hereto or constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

**D. Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.

**E. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement.

10. **ENTIRE AGREEMENT.** This Agreement contains all negotiations and agreements between City and Grantee. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party

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

**CITY OF DULUTH**

**INDEPENDENT SCHOOL DISTRICT  
709 ADULT BASIC EDUCATION**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_

Attest:  
\_\_\_\_\_  
City Clerk

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

Date Attested: 10/15/2018

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

Countersigned:  
\_\_\_\_\_  
City Auditor

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

As to form:  
\_\_\_\_\_  
City Attorney

**ATTACHMENTS**

**Exhibit A:** Project Specific Plan/Work Plan/Budget - Modifications #1& #2

**Exhibit B:** Award Letter

**Exhibit C:** Calendar of Training

**Exhibit D:** Budget Narrative

**Exhibit E:** Grantee's Budget

**STATE OF MINNESOTA  
PROJECT SPECIFIC PLAN**

**MODIFICATION # 1**

**COST CATEGORY & WORK PLAN MODIFICATION**

GRANTOR / STATE	GRANTEE
MN Department of Employment and Economic Development Employment & Training Programs (ETP) Division 1 <sup>st</sup> National Bank Building 332 Minnesota Street – Suite E200 Saint Paul, MN 55101-1351	City of Duluth Workforce Development 402 W. 1st St. Duluth, MN 55802
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
Name: Mimi Daniel Title: Adult Career Pathways Coordinator Telephone Number: 651-259-7581 Email: mimi.daniel@state.mn.us	Name: Carol Turner Title: Interim Manager Telephone Number: 218 730-5244 Email: cturner@duluthmn.gov

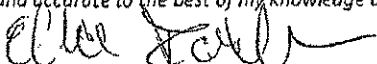
For expired contracts:

- The Original Contract and any previous amendments are incorporated into this amendment by reference.  
**OR** Standard amendment language.  
 Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

If Applicable:


- Attachment 1, "Work Plan" is deleted in its entirety and replaced with the following Attachment 1- Work Plan Mod \_\_\_\_.  
 Attachment 2, "Budget" is deleted in its entirety and replaced with the following Attachment 2- Budget Mod 1.

**SUBMITTED BY GRANTEE:**

I certify that the information contained in the attached Work Plan and Budget, labeled attachment 1 and Attachment 2 respectively, is true and accurate to the best of my knowledge and that I submit this Project Specific Plan on behalf of the Grantee.  
 (Signature)  Date: 9/19/18

Printed Name: Elena Foshay  
 Title: Director, Workforce Development

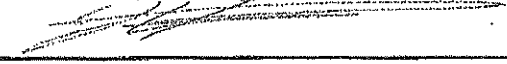
**APPROVED BY (GRANTOR / STATE)**

I have reviewed and approved the attached Project Specific Plan which is referenced in and incorporated as an amendment to the Master Grant Contract indicated herein.  
 (Signature)  Date: 9/19/18

Printed Name: May Thao Schuck  
 Title: Director, Employment and Training Programs Division  
 Agency: Minnesota Department of Employment and Economic Development

**FOR DEED OFFICE USE ONLY**

Program Name: Pathways to Prosperity – Connections to Careers in Healthcare and Construction				
Contract Start Date:	06/30/18	Total Contract Amount \$ 326,216 First Allotment (6/30/2018-6/30/19) \$81,158 Second Allotment (7/1/2018-6/30/2020) \$81,157 MJSP \$163,901		
Contract End Date:	06/30/2020	Available: (dates) \$		
Match/Leverage Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Available: (dates) \$		
SWIFT Contract ID	GRANT #	NGA #	MASTER CONTRACT #	MASTER CONTRACT DATES
143954	8DULUTH7800-GF-MJSP	18-7	DULUTH2016M	07/20/16-06/30/21
Master Supplier Contract #	SWIFT PO Number #	SWIFT Vendor Number + Location	Procure-It #	
109704	30008881	0000197681-001	41776	

AFS Signature:  Encumbrance Date: 9/6/18

Indirect Cost Rate (Not Applicable at this time)  
FSR/CAPR

NGA # 18-7

**Notice of Grant Action (NGA)**

Minnesota Department of Employment and Economic Development  
Master Grant Agreement #DULUTH2016M  
SC #109704  
Effective Master Grant Agreement Date: July 20, 2016 - June 30, 2021  
DUNS #: 077627883

**GRANTEE:** City of Duluth  
Workforce Development  
WDA #4  
402 West First Street  
Duluth, MN 55802-1102

**GRANTOR-STATE:** MN Dept of Employment and Economic Development  
Employment and Training Programs (ETP) Division  
1st National Bank Building  
332 Minnesota Street, Suite E200  
Saint Paul, MN 55101-1351

**FUNDING SUMMARY**

1	2	3	4	5	6	7	8	9	10	DEED USE	
Title ID/Name	Performance Period	Grant ID #	Prior Level	Obligation with this Action	New Level	Total Award/Amount	CFDA #	CFDA Name	NGA #	SWIFT P.O.#	SWIFT Contract ID
<b>FEDERAL</b>											
PY18 WIOA Youth	04/01/2018 - 03/31/2020	8043600	\$394,960.00	\$0.00	\$394,960.00	\$394,960.00	17.259	WIOA Youth	2	3-339039	144030
PY18/FY19 WIOA Adult	07/01/2018 - 06/30/2020	8043100	\$43,188.00	\$0.00	\$43,188.00	\$43,188.00	17.258	WIOA Adult	5	3-342546	145173
PY18/FY19 WIOA DW	07/01/2018 - 06/30/2020	8048000	\$14,234.00	\$0.00	\$14,234.00	\$14,234.00	17.278	WIOA DW	5	3-342301	145099
Senior Community Service Employment Program (SCSEP)	07/01/2018 - 06/30/2019	9045100	\$102,329.00	\$0.00	\$102,329.00	\$102,329.00	17.235	SCSEP	6	3-345503	146484
<b>OTHER</b>											
SFY2019 Youth at Work Competitive Grant	07/01/2018 - 09/30/2019	9048901	\$55,378.00	\$0.00	\$55,378.00	\$55,378.00	N/A	N/A	1	3-333836	141619
SFY 19 MN Youth Program	07/01/2018 - 09/30/2019	9046400	\$120,020.00	\$0.00	\$120,020.00	\$120,020.00	N/A	N/A	2	3-336908	143983
PY18 P2P - WDF	07/01/2018 - 06-30-2020	8DULUTH7800-GF-MJSP	\$81,157.00	\$0.00	\$81,157.00	\$81,157.00	N/A	N/A	3,7	3-338881	143954
PY18/ FY19 State Dislocated Worker	07/01/2018 - 06/30/2020	8048500	\$136,020.00	\$0.00	\$136,020.00	\$136,020.00	N/A	N/A	4	3-342432	145146
<b>TOTAL</b>			<b>\$947,286.00</b>	<b>\$0.00</b>	<b>\$947,286.00</b>	<b>\$947,286.00</b>					

APPROVED BY: Chris Ortega  
Chris Ortega, Director  
Employment and Training Programs (ETP) Division

DATE ISSUED: 9/19/18

The approved Project Specific Plan, along with this NGA, and attached workplan and budget are releasing funding under the DULUTH2016M State/Federal Master Grant Agreement with DEED. See Attachment 3 for DEED's Contacts and Additional Terms and Conditions.

RPR = Reimbursement Payment Request

SCSEP = Senior Community Services Employment Program

NGA 18-7 to grant #8DULUTH7800-GF-MJSP is for a cost category modification and includes both modifications 1 and 2. Both modifications were needed to move \$5,035 from support services to administrative costs.

For questions, contact JoAnne Beaudry at 651-259-7577 or joanne.beaudry@state.mn.us

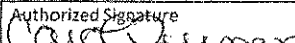
23566

Modification #: 1  
 Modification Submission Date: 07/31/18  
 Grant # 8DULUTH7800-GF-MJSP

### Modification Request

*Please supply the legal name and the full address in this space. This is the fiscal agent with whom the grant agreement will be executed.*

Organization Name:	City of Duluth		
Director Name:	Carol Turner	Contact Name:	Carol Turner
Telephone:	218-730-5244	Telephone:	218-730-5244
Email:	<a href="mailto:cturner@duluthmn.gov">cturner@duluthmn.gov</a>	Email:	<a href="mailto:cturner@duluthmn.gov">cturner@duluthmn.gov</a>
Address:	402 W 1 <sup>st</sup> St, Duluth, MN 55802		

Does this request include a work-plan modification: Yes. Please see attachment 1.		
Does this request include a budget modification (if yes, please provide a brief description)? Yes. Moving \$5,035 from support services cost category to administrative cost category.		
Does this request include an extension of the grant end date (if yes, please complete A & B). No	A. Current Contract End Date: N/A	B. Requested Contract End Date: N/A
<i>I certify that the information contained herein is true and accurate to the best of my knowledge and that I am authorized to submit this application on behalf of the applicant.</i>		
Authorized Signature 	Title: Interim Manager	Date 07-05-18

Modification #: 1  
 Modification Submission Date: 07/31/18  
 Grant # 8DULUTH7800-GF0MISP

Attachment 1: Work Plan

Complete this form only if you are proposing a modification to participant outcomes or an extension to the executed contract.

**Please describe your modification request and provide a work plan narrative:**

The new Executive Director of an intended partner sub-recipient, Community Action Duluth (CAD), decided not to participate in this round of P2P as a provider of services. The City of Duluth Workforce Development, SOAR Career Solutions and Adult Education will take on CAD's specific work plan tasks and budget amounts. The full work plan, participants served, services provided, etc. will not change; however, the budgets and work plans of each remaining partner will change to encompass CAD's part. This modification includes an increase in administrative costs to the maximum 10% and a decrease in overall supportive service costs. There is no change to the MJSP Direct Customer Training Budget.

On the Work Plan, activities provided by Community Action Duluth will be provided by Adult Education, SOAR Career Solutions and Duluth Workforce Development. All activities in the original work plan will continue.

**Modification #1 to the Budget**

Cost Category	Original Budget	Modification #1	New Budget
Administrative Costs	\$27,586	\$5,035	\$32,621
Direct Services	\$117,329	\$0.00	\$117,329
P2P Direct Customer Training	\$0.00	\$0.00	\$0.00
MJSP Direct Customer Training	\$163,901	\$0.00	\$163,901
Supportive Services Costs	\$17,400	(\$5,035)	\$12,365
<b>Total</b>	<b>\$326,216</b>	<b>\$0.00</b>	<b>\$326,216</b>

23566

**Attachment 1: WORK PLAN - Mod. 1 - Grant # 8DULUTH7800-GF-MJSP**

**City of Duluth Workforce Development LWDA 4 – Connections to Careers in Healthcare and Construction – P2P Model 3 – updated 7-27-18 Modification #1**

**SECTION 1: Detailed Summary of Project Activities and Outcomes:**

The **Connections to Careers in Healthcare and Construction Pathways to Prosperity (Model 3)** Program will prepare participants with the skills and credentials needed to enter into in-demand employment in healthcare or construction and/or access additional education. Training for occupations in-demand include: Certified Nursing Assistant (CNA), Health Services, and Commercial Driver's License (CDL).

- 90 individuals with barriers to employment will be served in at least one of three methods offered as part of Pathway Model 3 model (On-ramp, Bridge and Integrated).
- 60 will engage in job skills training to enter into employment in healthcare or construction and/or access additional education
- 100% of all individuals served will be low-income. This includes people with criminal records, disabilities, and underrepresented populations of people of African American and American Indian ethnicities.
- At least 60% of those served will be individuals of color. Outreach to specific populations will be implemented.
- Activities will be provided by the City of Duluth Workforce Development (DWD) in partnership with SOAR Career Solutions (SOAR), Lake Superior College (LSC), Adult Basic Education (ABE).
- Employer partners (St. Luke's, Essentia, Aftenro, Ecumen Lakeshore, Boldt, Jamar, Bricklayers & Allied Craftworkers Local #1 MN/ND, and Jeff Foster Trucking, Inc.) have committed to engage with participants during the Bridge and Integrated Training to ensure they have a foundational understanding of each organization's application process, available jobs, and organizational culture. They will also share information about the tasks and responsibilities associated with specific positions.
- Upon completion of the skills training, participants will receive either a CDL license, CNA certificate (upon successful completion of the exam), or Health Services Certificate.
- Employment placement, follow up and retention services will be provided.
- Participants will receive incentives at hire, 3-months, 6-months, 9-months, and one year.
- Integrated Resource Team (IRT) model will be used to prepare and support all individuals in the program. Navigators from each agency will coordinate meetings between partners and other local providers to work with participants to remove barriers and help them meet their employment goals. The IRT model will leverage supports and funding to address identified barriers to employment. The IRT approach will help partners provide the target population with a variety of supportive services as well as one-on-one support in developing problem-solving skills, goal setting skills, and self-advocacy needed to complete training successfully.

Certified Nursing Assistant	Health Services	Commercial Driver's License (CDL)
Each training will be offered twice during the grant period. For <u>each</u> session: 50 will inquire about program 30 will complete intake and assessments 24 will engage in prep with ABE 20 will enroll into training 16 will complete training 11 will gain employment or pursue additional education  Credential issued by the MN Board of Nursing	Each training will be offered twice during the grant period. For <u>each</u> session: 56 will inquire about program 36 will complete Intake and assessments 30 will engage in prep with ABE 24 will enroll into training 19 will complete training 13 will gain employment or pursue additional education  Credential issued by Lake Superior College	Each training will be offered twice during the grant period. For <u>each</u> session: 44 will inquire about program 24 will complete Intake and assessments 20 will engage in prep with ABE 16 will enroll into training 13 will complete training 9 will gain employment, further education or apprenticeship  Credential issued by the MN Dept. of Motor Vehicles

SECTION 2: List of Project Activities and Providers - Attachment 1 - Work Plan, Mod. 1 - Grant # 8DULUTH7800-GF-MJSP

City of Duluth Workforce Development LWDA 4 – Connections to Careers in Healthcare and Construction – P2P Model 3 - updated 7-27-18 Modification #1

City of Duluth Workforce Development – DWD

ISD 709 Adult Basic Education – ABE

SOAR Career Solutions – SOAR

Lake Superior College – LSC

P2P Project Activities	Activities Provided By:			
	DWD	ABE	LSC	SOAR
1. Administration and Oversight	DWD	ABE		SOAR
2. Outreach to specific populations	DWD			SOAR
3. Recruitment, assessment, intake, enrollment and orientation	DWD			SOAR
4. Input and track client data and progress and ensure smooth delivery of services	DWD			SOAR
5. Integrated Resource Team	DWD	ABE	LSC	SOAR
6. Support Services	DWD			SOAR
7. Pre-employment, 1:1 Career Counseling/Career Navigation	DWD			SOAR
8. Mind Over Matters, Career Quest				SOAR
9. Financial Education		ABE - new		
10. On-Ramp - Basic skills assessment (TABE), Northstar Digital Literacy, GED, Driver's license test prep		ABE		
11. Employer engagement	DWD	ABE	LSC	SOAR
12. Bridge Instruction - CDL, Certified Nursing Asst., Health Services Careers – contextualized field specific basic skills development in reading, writing, math, study skills and computer skills (bridge programming)		ABE		
13. Classroom Training/Computer Lab – CDL, Certified Nursing Asst., Health Services Careers			LSC	
14. Integrated instruction through co-teaching and lab (enhanced academic instruction)		ABE	LSC	
15. Accuplacer test prep for participants interested in continuing education beyond the training		ABE		
16. Advising and financial options to participants who want to continue their education			LSC	
17. Employment Placement, Post-Employment Follow up, Retention Services	DWD			SOAR

SECTION 3: - Attachment 1 - Work Plan - Mod. 1 - Grant # 8DULUTH7800-GF-MJSP  
 City of Duluth Workforce Development LWDA 4 – Connections to Careers in Healthcare and Construction – P2P Model 3– updated 7-27-18 Modification #1

150 Inquiries	Quarter 1: Grant Start through- 6/30/18	Quarter 2: Grant Start through- 09/30/18	Quarter 3: Grant Start through- 12/31/18	Quarter 4: Grant Start through- 3/31/19	Quarter 5: Grant Start through- 06/30/19	Quarter 6: Grant Start through- 09/30/19	Quarter 7: Grant Start through- 12/31/19	Quarter 8: Grant Start through- 03/31/20	Quarter 9: Grant Start through- 06/30/20
Total Participants Served	18	30	30	42	72	90	90	90	90
Number of Participants with a Measurable Skills Gain: Educational Functioning Level Gain (TABE post-test)	0	20	20	20	48	60	60	60	60
Training Successfully Completed	0	0	7	17	39	39	39	48	48
On-Ramp Instructional Method Certificates Attained (CDL permit)	0	0	4	4	6	6	8	8	10
Bridge & Integrated Instructional Method Credentials Attained	0	0	7	17	39	39	39	48	48
Exits to Employment	0	0	3	8	18	23	25	31	33
Other Exits (including those who continue their education beyond P2P training)	0	5	14	22	42	48	55	57	57
Total Exits:	0	5	17	30	60	71	75	88	90

Note: "Participants Served" are participants enrolled into Workforce One (WF1)

Modification #: 1  
 Modification Submission Date: 07/31/18  
 Grant # 8DULUTH7800-GF-MJSP

Rationale for modifying the budget moving funds from supportive service costs to administrative costs include:

- When the initial budget was developed over five months ago, three partners underestimated their administrative costs. With this modification, the remaining partners incorporated CAD's activities, and recalculated their overall budgets which included adjusting their administrative costs.
- After reviewing the previous P2P round which ended 06-30-18, it was determined participants needed less support services than initially budgeted.
- Modifying the budget moving supportive services cost to administrative costs brings the overall administrative costs budget to 10%, and lessens the likelihood of underspending support services at the end of the grant.

Please complete this table by filling in your plan in cumulative fashion.

	Actual (Beginning of grant to date)	Projected (through end of grant date)
EXAMPLE	06/30/2018 through 07/31/2018	90 total = 0 served through 07/31/2018 plus an additional 90 served from 07/01/2018 – 6/30/2020
Total Enrollments	0	90
Total Credential Obtained	0	60
Exits to Employment	0	33
All other Exits	0	57
Total Exits	0	90

Modification #: 1  
 Modification Submission Date: 07/31/18  
 Grant # 8DULUTH7800-GF-MJSP

## Attachment 2: Budget

Cumulative DEED Funds Requested										
Office Use Only	Cost Category	Quarter 1:	Quarter 2:	Quarter 3:	Quarter 4:	Quarter 5:	Quarter 6:	Quarter 7:	Quarter 8:	Quarter 9:
		Grant Start through 6/30/18	Grant Start through 09/30/18	Grant Start through 12/31/18	Grant Start through 3/31/19	Grant Start through 06/30/19	Grant Start through 09/30/19	Grant Start through 12/31/19	Grant Start through 03/31/20	Grant Start through 06/30/20
833	<u>Administrative Costs</u> [1]	\$0.00	\$9,022.00	\$14,044.00	\$21,564.00	\$25,617.00	\$27,779.00	\$29,941.00	\$31,281.00	\$32,621.00
885	Direct Services	\$0.00	\$36,820.00	\$53,907.00	\$73,693.00	\$90,788.00	\$99,447.00	\$105,406.00	\$111,365.00	\$117,329.00
838	P2P Direct Customer Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
884	<u>MJSP Direct Customer Training</u> [2]	\$0.00	\$19,245.00	\$56,345.00	\$68,966.00	\$141,601.00	\$148,901.00	\$156,401.00	\$163,901.00	\$163,901.00
828	Support Services Costs	\$0.00	\$2,015.00	\$4,438.00	\$7,201.00	\$8,626.00	\$9,557.00	\$10,488.00	\$11,419.00	\$12,365.00
	<b>Total:</b>	\$0.00	\$67,102.00	\$128,734.00	\$171,424.00	\$266,632.00	\$285,684.00	\$302,236.00	\$317,966.00	\$326,216.00

Modification #: 1  
 Modification Submission Date: 07/31/18  
 Grant # 8DULUTH7800-GF-MJSP

### Attachment 2: Budget

Complete this form only if you are proposing a modification or extension to the executed contract.

Please complete this budget table by filling in your plan for DEED requested funds only, in cumulative fashion.

	Actual Expenditures (Beginning of grant to date)	Projected Expenditures (through end of grant date)
<b>EXAMPLE</b>	<i>\$0.00 spent from 06/30/2018 through 07/31/2018</i>	<i>\$162,315 total = \$0.00 spent through 07/31/2018 plus on additional \$162,125 spent from 08/01/2018 - 6/30/2020</i>
Administrative Costs - 833 (Cannot exceed 10% of the total amount requested)	\$0.00	\$32,621
Direct Services - 885	\$0.00	\$117,329
Support Services Costs - 828	\$0.00	\$12,365
<b>Total</b>	\$0.00	\$162,315

April 24, 2018

Paula Reed  
City of Duluth LWDA 4  
402 West 1st Street  
Duluth, MN 55802

**Re: Connections to Careers in Healthcare and Construction Program Model 3 Grant Proposal**

Dear Paula Reed:

I am pleased to inform you that your proposal application for the Minnesota Pathways to Prosperity Grant Program through the Department of Employment and Economic Development (DEED) has been approved for funding in the amount of \$326,216. This funding is contingent upon the successful negotiation and execution of a grant contract pursuant to all applicable laws and policies.

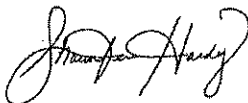
In order to begin processing your Contract, please complete the attached checklist and return it to: [adultcompetitivegrants.deed@state.mn.us](mailto:adultcompetitivegrants.deed@state.mn.us) no later than *Friday April 27, 2018 by 4:30 PM*. At least four weeks are needed to obtain all the signatures that are necessary to process and execute the Contract.

DEED staff will conduct mandatory training sessions. You or a member of your staff should plan to attend one of the training sessions. Please see the attached checklist for meeting location and details. During the training session, staff will answer contracting questions, discuss project implementation and reporting requirements, provide information about grant financial management, and provide updates on DEED program staff and contact information.

For additional information please contact *Kriystauhl Fitchett* at [Kriystauhl.fitchett@state.mn.us](mailto:Kriystauhl.fitchett@state.mn.us) or by phone at (651) 259-7530.

Congratulations on your successful proposal! We look forward to working with you to help make Minnesota a state where everyone has an opportunity to succeed.

Regards,



Shawntera M. Hardy  
Commissioner

cc: Attachment

Pathways to Prosperity - P2P Calendar of Training

Exhibit C: Calendar of Training

Training Dates at a glance

Training Title	Bridge Start	Bridge End	Class Start	Class End
WESA Machine Operator	9/4/2018	9/7/2018	9/10/2018	12/11/2018
CDL Class One	9/19/2018	9/20/2018	9/24/2018	11/8/2018
CDL Class Two	3/18/2019	4/5/2019	4/15/2019	5/31/2019
Health Services Class One	9/17/2018	9/27/2018	10/1/2018	12/5/2018
Health Services Class Two	TBD: September 2019	TBD: September 2019	TBD: October 2019	TBD: December 2019
CNA Class One	2/25/2019	3/14/2019	3/18/2019	5/1/2019
CNA Class Two	4/15/2019	5/2/2019	5/6/2019	6/14/2019

Definitions:

**On Ramp:**

Providers: Pre-employment services, assessments, Career Quest, Creative Job Search, MOM, TABE  
 ABE: North Star Digital Literacy, GED support, driver's license (i.e. test prep if someone needs to retake because license has expired).

**Bridge:**

Contextualized instruction by ABE, including prep for tests and Northstar Digital Literacy

**Integrated Training (Class):**

Classroom training at Lake Superior College (with ABE)

Throughout grant - Outreach, Recruitment, Intake, Assessment, Career Counseling, Job Placement

Training Dates by Quarter

Category	Quarter 1:	Quarter 2:	Quarter 3:	Quarter 4:	Quarter 5:	Quarter 6:	Quarter 7:	Quarter 8:	Quarter 9:
Direct Customer Training	Grant Start through 6/30/18	07/01/18 - 09/30/18	10/01/18 - 12/31/18	01/01/19 - 3/31/19	04/01/18 - 06/30/19	07/01/19 - 09/30/19	10/01/19 - 12/31/19	01/01/19 - 03/31/20	04/01/18 - 06/30/20
CDL On Ramp		Now to Sept 10		Up to March 18					
CDL Bridge		Sept. 10-20		Starts: March 18	Ends: April 5				
CDL Class		Starts: Sept 24	Ends: November 8		April 15 - May 31				
HS On Ramp		Now to Sept 17				Summer 18-19			
HS Bridge		Sept. 17-27				Bridge to Sept 16/17			
HS Class			Oct. 1 to Dec. 5				Class Dates TBD		
CNA On Ramp				Class 11 up to Feb 25					
CNA On Ramp				Class 1 up to Apr 18					
CNA Bridge				Feb. 25 - March 14	April 15 - May 2				
CNA Class 1				Starts: March 18	Ends: May 1				
CNA Class 2					May 4 - 2019 - 14				
Machine Op Bridge		September 4-7							
Machine Op Class		Starts: Sept 10	Ends: Dec 11						

Exhibit D: P2P 2018 Budget Narrative

Pathways to Prosperity (P2P) - Health Services Certificate, Certified Nursing Assistant, CDL; 06/30/2018 - 06/30/2020

Cost Categories	DWD	ABE	LSC	SOAR	Totals	%
Admin	\$18,592	\$9,350	-	\$4,679	\$32,621	10.00%
Direct Customer Training	-	\$43,450	\$112,610	\$7,841	\$163,901	50.24%
Direct Services	\$56,538	\$10,800	-	\$49,991	\$117,329	35.97%
Support Services	57,575	-	-	\$4,790	\$12,365	3.79%
	\$326,216	\$82,705	\$63,600	\$67,301	\$326,216	100.00%

Administrative		
Overall grant administration	City of Duluth	18,592
Admin/Oversight	ABE	9,350
Admin/Oversight	SOAR	4,679
<b>TOTAL Administration</b>		<b>32,621</b>

Direct Customer Training - Certificate Training (for 12 participants)		
2 sessions (minimum of 10 students each session) Certified Nursing Assistant - Closed-enrollment course taught by a college instructor experienced in working with nontraditional students. Includes books, materials, and curriculum.	LSC	23,410
2 sessions (minimum of 8 students each session) CDL- Closed-enrollment course taught by a college instructor experienced in working with nontraditional students. Includes books, materials, and online curriculum.	LSC	59,200
2 sessions (minimum of 12 students each session) Health Services: Closed-enrollment course taught by a college instructor experienced in working with nontraditional students. Includes books, materials, and online curriculum.	LSC	30,000
Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for CDL)	ABE	13,650
Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for CNA)	ABE	12,800
Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for Health Services)	ABE	14,600
Mind Over Matters, Career Quest, Curriculum/Materials	SOAR	7,841
Financial Literacy "Mini Sessions" at LSC	ABE new	2,400
<b>TOTAL DIRECT CUSTOMER Training</b>		<b>163,901</b>

\$11,705 per training for 10 students each session (100 hours includes make-up)  
 \$29,600 per training for 8 students each session  
 \$15,000 per training for 12 students each session

Direct Services		
On Ramp Services & Training: Computer assessment & training, basic education skills development for those who require additional academic support	ABE	10,800
SOAR will work 1:1 with participants through four phases of the program: Intake, Assessment & Career Readiness, Staff Support During Training, Pre-Employment Services, and Post-Employment Follow-up. Activities may include but are not limited to: Job search assistance, resume help, job leads, application development, interview prep, and efforts to address barriers. Also includes staff time for participating on Integrated Resource Team.	SOAR	49,991
DWD will work 1:1 with participants through four phases of the program: Intake, Assessment & Career Readiness, Staff Support During Training, Pre-Employment Services, and Post-Employment Follow-up. Activities may include but are not limited to: Job search assistance, resume help, job leads, application development, interview prep, and efforts to address barriers. Also includes staff time for participating on Integrated Resource Team.	DWD	51,738
Funds to support 240 hours of direct outreach (by a person/people of color) to implement recruitment efforts in our African American and American Indian communities	DWD	4,800
<b>TOTAL DIRECT SERVICES</b>		<b>117,329</b>

11,975 WIOA leverage

Support Services		
Net Study/Fingerprinting	DWD	\$2,475
Transportation and other general need-based supports	SOAR	2,850
	DWD	3,000
Participant incentives: One of the best practices to maintain contact with clients while employed, and to get employment verification, is to provide incentives. Without these, many clients do not maintain contact long-term, making it difficult to track retention. (Will offer \$25 gift cards to clients at hire, 3, 9, and 12 months of employment, with pay stub verification)	SOAR	1,940
	DWD	2,100
<b>Total Support Services</b>		<b>12,365</b>
<b>TOTAL P2P BUDGET &gt;</b>		<b>326,216</b>

ISD 709 - Adult Basic Education		
Administrative		
Admin/Oversight	ABE	9,350
Direct Customer Training - Certificate Training (for 12 participants)		
Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for CDL)	ABE	13,650
Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for CNA)	ABE	12,800
Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for Health Services)	ABE	14,600
Financial Literacy "Mini Sessions" at LSC	ABE new	2,400
Direct Services		
On Ramp Services & Training: Computer assessment & training, basic education skills development for those who require additional academic support	ABE	10,800
Support Services		
Support Services	ABE	\$0
<b>Total ISD 709 - ABE &gt;</b>		<b>63,600</b>

23568

Exhibit D: P2P 2018 Budget Narrative

<b>City of Duluth</b>		
<b>Administrative</b>		
Overall grant administration	City of Duluth	18,592
<b>Direct Customer Training - Certificate Training (for 12 participants)</b>		
Direct Customer Training	DWD	0
<b>Direct Services</b>		
<b>DIRECT SERVICES:</b> DWD will work 1:1 with participants through four phases of the program: Intake, Assessment & Career Readiness, Staff Support During Training; Pre-Employment Services; and Post-Employment Follow-up. Activities may include but are not limited to: Job search assistance, resume help, job leads, application development, interview prep, and efforts to address barriers. Also includes staff time for participating on Integrated Resource Team. Goals (totals for 2 cohorts of each training): CDL - Recruit 22 who will inquire, 12 will complete intake and assessment, 10 will engage in prep with ABE Bridge, 8 will enroll in training, 7 will complete training, 5 will gain employment, further education or apprenticeship. CNA - Recruit 25 who will inquire, 15 will complete intake and assessment, 12 will engage in prep with ABE Bridge, 10 will enroll in training, 8 will complete training, 6 will gain employment, further education or apprenticeship. Health Services - Recruit 28 who will inquire, 18 will complete intake and assessment, 15 will engage in prep with ABE Bridge, 12 will enroll in training, 10 will complete training, 7 will gain	DWD	51,738
Funds to support 240 hours of direct outreach (by a person/people of color) to implement recruitment efforts in our African American and American Indian communities	DWD	4,800
<b>Support Services</b>		
Net Study/Fingerprinting	DWD	\$2,475
Transportation and other general need-based supports	DWD	3,000
Participant Incentives: One of the best practices to maintain contact with clients while employed, and to get employment verification, is to provide incentives. Without these, many clients do not maintain contact long-term, making it difficult to track retention. (Will offer \$25 gift cards to clients at hire, 3, 9, and 12 months of employment, with pay stub verification)	DWD	2,100
Total City of Duluth >		82,705

\$11,975 WIOA leverage

<b>Lake Superior College</b>		
<b>Administrative</b>		
Overall grant administration	LSC	0
<b>Direct Customer Training - Certificate Training (for 12 participants)</b>		
2 sessions (minimum of 10 students each session) Certified Nursing Assistant - Closed-enrollment course taught by a college instructor experienced in working with nontraditional students. Includes books, materials, and curriculum.	LSC	23,410
2 sessions (minimum of 8 students each session) CDL- Closed-enrollment course taught by a college instructor experienced in working with nontraditional students. Includes books, materials, and online curriculum.	LSC	59,200
2 sessions (minimum of 12 students each session) Health Services: Closed-enrollment course taught by a college instructor experienced in working with nontraditional students. Includes books, materials, and online curriculum.	LSC	30,000
Total LSC >		112,610

\$11,705 per training for 10 students each session (100 hours includes make-up)  
\$29,600 per training for 8 students each session  
\$15,000 per training for 12 students each session

<b>SOAR Career Solutions</b>		
<b>Administrative</b>		
Admin/Oversight	SOAR	4,679
<b>Direct Customer Training - Certificate Training (for 12 participants)</b>		
Mind Over Matters, Career Quest, Curriculum/Materials	SOAR	7,841
<b>Direct Services</b>		
<b>DIRECT SERVICES:</b> SOAR will work 1:1 with participants through four phases of the program: Intake, Assessment & Career Readiness, Staff Support During Training; Pre-Employment Services; and Post-Employment Follow-up. Activities may include but are not limited to: Job search assistance, resume help, job leads, application development, interview prep, and efforts to address barriers. Also includes staff time for participating on Integrated Resource Team. Goals (totals for 2 cohorts of each training): CDL - Recruit 22 who will inquire, 12 will complete intake and assessment, 10 will engage in prep with ABE Bridge, 8 will enroll in training, 7 will complete training, 5 will gain employment, further education or apprenticeship. CNA - Recruit 25 who will inquire, 15 will complete intake and assessment, 12 will engage in prep with ABE Bridge, 10 will enroll in training, 8 will complete training, 6 will gain employment, further education or apprenticeship. Health Services - Recruit 28 who will inquire, 18 will complete intake and assessment, 15 will engage in prep with ABE Bridge, 12 will enroll in training, 10 will complete training, 7 will gain	SOAR	49,991
<b>Support Services</b>		
Transportation and other general need-based supports	SOAR	2,850
Participant Incentives: One of the best practices to maintain contact with clients while employed, and to get employment verification, is to provide incentives. Without these, many clients do not maintain contact long-term, making it difficult to track retention. (Will offer \$25 gift cards to clients at hire, 3, 9, and 12 months of employment, with pay stub verification)	SOAR	1,940
Total SOAR >		67,301
Total >		326,216

11,975 WIOA leverage

Pathways to Prosperity  
 Health Services, Certified Nursing Assistant and CDL  
 ISD #709 Adult Basic Education

EXHIBIT E - Grantee Budget

COST CATEGORY	TERM ONE (SFY 18) 06-30-18 through 06-30-19	TERM TWO (SFY19) 06-30-18 through 06-30-20	TOTAL ABE
<b>ADMINISTRATION</b>	\$4,675.00	\$4,675.00	\$9,350.00
<b>MJSP - Direct Customer Training - Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for CDL)</b>	\$6,825.00	\$6,825.00	\$13,650.00
<b>MJSP - Direct Customer Training - Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for CNA)</b>	\$6,400.00	\$6,400.00	\$12,800.00
<b>MJSP - Direct Customer Training - Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for Health Services)</b>	\$7,300.00	\$7,300.00	\$14,600.00
<b>MJSP - Direct Customer Training - Financial Literacy "Mini Sessions" at LSC</b>	\$1,200.00	\$1,200.00	\$2,400.00
<b>DIRECT SERVICES: On Ramp Services &amp; Training: Computer assessment &amp; training, basic education skills development for those who require additional academic support</b>	\$5,400.00	\$5,400.00	\$10,800.00
<b>SUPPORT SERVICES:</b>			\$0.00
<b>TOTAL</b>	<b>\$31,800.00</b>	<b>\$31,800.00</b>	<b>\$63,600.00</b>

11-10-2018

**DULUTH HERITAGE SPORTS CENTER –  
DULUTH SCHOOL DISTRICT AMENDED AND RESTATED PROGRAM  
AGREEMENT**

This Amended and Restated Program Agreement (“**Agreement**”) is between Duluth Heritage Sports Center, a Minnesota nonprofit corporation (the “**Center**”) and Independent School District 709, Duluth, Minnesota (the “**District**”).

RECITALS

A. Under date of June 28, 2007, the Center and the District entered into a Program Agreement, which was subsequently amended by a First Addendum dated June 28, 2007 and by a Second Addendum dated September 1, 2012, whereby the District contracted to use the hockey arenas owned by the Center and located at 120 South 30<sup>th</sup> Avenue West, Duluth, Minnesota and now commonly known as Sill Arena and Seitz Arena together with the ancillary facilities (i.e., locker rooms, common areas, etc.) on a part time basis. For purposes of this Agreement, Sill Arena and Seitz Arena are referred to as the “**Arena Facilities**,” the ancillary facilities are referred to as the “**Ancillary Facilities**” and the Arena Facilities and the Ancillary Facilities are collectively referred to as the “**Center Facilities**.”

B. The parties now desire to further amend and restate the Program Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises set forth below and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree to further amend, and to restated in its entirety, the Program Agreement as previously amended, to read as follows:

1. Use Hours. For each Fiscal Year (as defined below) during the term of this Agreement, the Center agrees to permit the District to use the Arena Facilities, and the District agrees to use the Arena Facilities, for a minimum of 586 hours (the “**Use Hours**”). For purposes of this Agreement, the term “**Fiscal Year**” shall mean a twelve month period beginning July 1 and ending on the following June 30. It is specifically understood that only those hours that are scheduled by the District and paid for by the District shall be credited towards the fulfillment of the 586 hours that the District has agreed to use.

The number of Use Hours may be modified for a particular fiscal year by mutual agreement of the parties.

2. Term. Unless earlier terminated under sections 17, 18 or 19 below, the term of this Agreement shall continue until the first June 30 which is at least 60 months after the date when either party has given the other written notice of termination.

3. Annual Use Schedule. During the months of May and June of each Fiscal Year, the parties agree to use their best efforts to negotiate, in good faith, a schedule (the “**Use Schedule**”) of the specific dates and time of the District’s Use Hours for each of the Arena Facilities that will be applicable for the following Fiscal Year. During the dates and times during which the District shall be entitled to use of the Arena Facilities, the District and its invitees shall also be entitled to the use of those locker rooms associated with the Arena Facility or Facilities being used and the non-exclusive use of the other Ancillary Facilities. The District shall not interfere in any way with the use by others of the Ancillary Facilities at any time.

The District acknowledges and understands that the Center has entered into a program agreement with Duluth Amateur Hockey Association, Inc., a Minnesota non-profit corporation (“**DAHA**”) whereby DAHA has agreed to use the Arena Facilities for certain minimum hours during each Fiscal Year and that the Center will be permitting the City of Duluth, Minnesota (the “**City**”) to use the Arena Facilities on a regular basis. Each annual Use Schedule will need to accommodate the anticipated needs of the District as well as DAHA and the City.

If by June 30 of a year the chief operating officer of the Center, the District and DAHA are able to agree on a Use Schedule for the next following Fiscal Year, the Center, the District and DAHA shall sign the Use Schedule and it shall then be applicable for that next following Fiscal Year. If by June 30 of a year the chief operating officer of the Center, the District and DAHA are not able to agree on a Use Schedule for the next following Fiscal Year, the conflicting uses shall be resolved by the District and DAHA each being entitled to select a single conflicting Event (as defined below) in priority over the other party in turn, with the District choosing first in even numbered years and DAHA choosing first in odd numbered years, and continuing in this manner until all conflicting hours of use are resolved. For this purpose, an “**Event**” can be a single hour of use, multiple consecutive hours of use in one day (e.g., a hockey game that will last several hours or multiple games that will last several hours), a use occurring over a period of several consecutive days (e.g., a weekend tournament) or a use occurring over a period of several weeks at the same day or days of the week (e.g., a league).

Notwithstanding the foregoing, the District understands that the City may be entitled to certain use hours pursuant to that certain Program Agreement between the Center and the City and that such use hours of the City will have priority over any needs of either the District or DAHA.

Of the 586 Use Hours for the District, the District shall be provided scheduling priority for the following Use Hours from October 1 of each year through March 31 of the following year:

(a) Practices:

(1) 3:45 o’clock p.m. to 6:30 o’clock p.m. on each weekday, Monday through Friday for Sill Arena and 4:00 o’clock p.m. to 6:45 o’clock p.m. on each weekday, Monday through Friday, for Seitz Arena.

(2) 7:00 o'clock p.m. to 9:45 o'clock p.m. on each weekday, Monday through Friday. This is for use of either Sill Arena or Seitz Arena but not for concurrent use of both Arenas. Assignment of the Arena to be used will be made by the Center.

(3) 6:00 o'clock a.m. to 9:00 o'clock a.m. on each Saturday. This is for concurrent use of Sill Arena and Seitz Arena except on those Saturdays when the District has games scheduled in Sill Arena. When such games are scheduled, the use of the practice hours defined in this section (a) (3) is limited to Seitz Arena only.

(b) Games:

(1) 5:30 o'clock p.m. to 9:30 o'clock p.m. or from 6:00 o'clock p.m. to 10:00 o'clock p.m. on selected Tuesdays and Thursdays. This applies to concurrent use of both Sill Arena and Seitz Arena.

(2) 5:30 o'clock p.m. to 9:30 o'clock p.m. or from 6:00 o'clock p.m. to 10:00 o'clock p.m. on selected Fridays for high school hockey games. This applies to concurrent use of both Sill Arena and Seitz Arena except as otherwise stipulated in section (c) below.

(3) 12:00 o'clock p.m. to 4:00 o'clock p.m. or from 1:00 o'clock p.m. to 5:00 o'clock p.m. on selected Saturdays for high school hockey games. This applies to concurrent use of both Sill Arena and Seitz Arena except as otherwise stipulated in section (c) below.

(c) Notwithstanding the foregoing, the District's usage for games scheduled on Fridays or Saturdays shall be limited to the use of Sill Arena during the following invitational tournaments held by DAHA:

(1) The "Spirit of Duluth" invitational tournament held on the second weekend in December, and

(2) The "IceBreaker's Invitational" invitational tournament held on the weekend prior to Martin Luther King Day.

(d) Notwithstanding the foregoing, the District agrees to use its best efforts to avoid scheduling the concurrent use of both Sill Arena and Seitz Arena for any Friday and/or Saturday games.

4. Use Fees. The District agrees to pay for its Use Hours the standard hourly rates as established, from time to time, by the Center, for use of the Center Facilities by the District and DAHA. The Center shall have the right to change the standard hourly rates, provided, however, that the hourly rates shall not be increased to the extent the rates will not be competitive with other similar facilities in Duluth, Minnesota and the surrounding area.

5. Fee Payments. All fees shall be billed to the District on a regular schedule agreed upon by the Center and the District, in accordance with the Center's payment policies then in effect at the time the Center's facilities are used. If the District has not used and paid for the minimum 586 Use Hours by May 31 of any Fiscal Year, then the District shall pay for the unused Use Hours by June 30 of that Fiscal Year.

6. Additional Use Hours. In the event the District desires to use the Arena Facilities during additional hours of use that are then available and the District does not desire to exchange any of its Use Hours for such additional hours of use, the District must make separate arrangements with the Center and pay the Center for such additional use at the same rates then in effect for its Use Hours.

7. Included Services. Use of the Center Facilities by the District under this Agreement includes only the normal services, utilities and equipment customarily provided by the Center on a routine basis and does not include items such as crowd control personnel, security services or devices, police and firefighters, etc. Any services, utilities or equipment not customarily provided by the Center on a routine basis must be provided by the District at its expense. If the Center provides such additional services (including overtime hours of its employees), utilities or equipment at the request of the District, the District shall promptly reimburse the Center for the actual cost of providing such additional services, utilities or equipment.

The Center shall not be liable for damages, nor shall fees be abated nor shall the District be relieved from performance of its obligations for interruption of any utilities or other services or for the failure of Center to furnish any facilities for any cause or causes beyond the reasonable control of the Center.

8. Use and Compliance with Laws, Rules and Regulations. The District shall not use the Center Facilities in any manner that is contrary to, or in violation of, the purposes for which the facilities are constructed and maintained. When using the Center Facilities, the District shall observe all reasonable rules and regulations as from time to time may be put into effect by the Center for the general safety, security, comfort and convenience of all the occupants and users of the Center Facilities and shall not use the Center Facilities in any way that will conflict with applicable federal, state or local laws, rules, ordinances and regulations or in any way that will disparage the Center Facilities.

Further, the District will not use the Center Facilities in any manner that will jeopardize the Center's status as a charitable organization under United States Internal Revenue Code Section 501(c)(3)

9. Signs, etc. No signs, banners, decorations or equipment shall be placed in or on the Center Facilities by the District without the prior written consent of the Center. The District shall, at its expense, repair any damages to the Center Facilities caused by the placing of any signs, banners, decorations or equipment in or on the Center Facilities, even if placed with the consent of the Center.

The District shall not cover, move, remove or otherwise tamper with any signs, banners, decorations or equipment in or on the Center Facilities without the prior written consent of the Center. The District shall, at its expense, repair any damages to the Center Facilities caused by the covering, moving, removing or otherwise tampering with any signs, banners, decorations or equipment in or on the Center Facilities, even if done with the consent of the Center.

The Center reserves the right to sell advertising space in the Center Facilities to third parties and to have those advertisements displayed during the use of the Center Facilities by the District; provided, however, that no advertising for alcohol or tobacco products shall be displayed during the District's Use Hours. The District may not have any other advertisements displayed during the use of the Center Facilities unless in compliance with uniform policies adopted, from time to time, by the Board of Directors of the Center. The Center intends to adopt and, from time to time, revise policies to allow users of the Center facilities to have some limited advertising during the user's use of the Center Facilities and to retain any fees paid by advertisers for such limited advertising.

The Center shall adopt reasonable rules for the temporary display of banners and other displays by the District during the Use Hours of the District. The temporary banners and other displays by the District shall be temporary only and shall not be permanently affixed and shall not include advertising.

10. Concession Services. The District shall not sell, give away, or otherwise bring or provide any food or beverages to, at or in the Center Facilities at any time without the written consent of the Center, which consent may be withheld for any reason or no reason. The District shall not allow its agents, employees or invitees to sell or give away any food or beverages at or in the Center Facilities at any time without the written consent of the Center, which consent may be withheld for any reason or no reason. The District's team members, coaches and trainers shall be allowed to bring food and beverages for their consumption use during the District's Use Hours. The District shall inform its other agents, employees and invitees that the Center's rules prohibit bringing, providing or selling food or beverages at the Center Facilities without the written consent of the Center.

The District shall not sell any other goods or services at or in the Center Facilities at any time without the written consent of the Center, which consent may be withheld for any reason or no reason. The District shall not allow its agents, employees or invitees to sell any other goods or services at or in the Center Facilities at any time without the written consent of the Center, which consent may be withheld for any reason or no reason. The Center shall adopt reasonable rules for the sale by the District of related (i.e., logo) merchandise for sale only during the District's Use Hours.

11. Broadcast Rights. The District shall not allow any activities in the Center Facilities to be broadcast over radio, television, the Internet (streaming) or other means of communication unless in compliance with broadcast policies adopted by the Center without the written consent of the Center, which consent may be withheld for any reason or no reason. The Center shall not allow any activities in the Arena Facilities being used by the District during the

District's Use Hours to be broadcast over radio, television, the Internet (streaming) or other communication means unless in compliance with broadcast policies adopted by the Center and communicated to the District without the written consent of the District, which consent may be withheld for any reason or for no reason. The Center intends to adopt and, from time to time, revise policies regarding radio and television broadcasting from the Center Facilities.

12. Assignment, Sub-Leases and Exchanges. The District may not assign its rights or obligations under this Agreement without the consent of the Center, which consent may be withheld for any reason or no reason.

The District may not sub-lease any of its Use Hours without the consent of the Center, but the Center may not unreasonably withhold consent. If the District does sub-lease any of its Use Hours, any compensation or fees obtained by the District in excess of the rates then established by the Center for use of its facilities by persons other than the District or DAHA shall be paid to the Center as additional fees. Notwithstanding the foregoing, the District may sub-lease any of its Use Hours to DAHA without the consent of the Center and any compensation or fees received by the District from DAHA do not need to be paid to the Center.

Further, the District may, at its discretion, charge an admission fee to the Arena Facilities, or either of them, during the District's Use Hours and retain all such admission fees.

The District may exchange any of its Use Hours as set forth on the Use Schedule for other hours of use that are then available (i.e., that are not use hours of DAHA and are not then reserved by the City or others). The District may exchange any of its Use Hours as set forth on the Use Schedule for use hours of DAHA or for other hours of use that are then reserved by the City or others with the consent of DAHA, the City or other person who has reserved the hours, as applicable, and the Center agrees to coordinate and cooperate with any such exchanges.

The Center shall have the right at any time to collaterally assign, mortgage, pledge, encumber or in any other manner transfer its interest in this Agreement as security for any financial obligations of the Center.

13. Damage to Property. The Center shall not be responsible for any loss or damages to equipment or other property of the District or its agents, employees or invitees caused by theft, fire, riots, acts of God or any other cause of whatever kind or nature.

The District shall be responsible and liable for, and shall reimburse the Center for, any and all loss of, disappearance of and damages to the Arena Facilities arising out of the use of the Arena Facilities by the District and its invitees during the District's Use Hours; however, the District is only liable for damages caused by its invitees in its exclusive use areas.

The Center recommends that the District obtain its own liability and property damages insurance.

The Center shall maintain liability insurance for property damage and the District's liability is limited to any claims or amounts not covered by the Center's insurance. See also numbered paragraph 15 of this Agreement.

14. Personal Injuries. The District hereby releases the Center and agrees to indemnify the Center from any and all liability or responsibility for any and all liabilities, obligations, costs, damages or causes of action, including attorney's fees, resulting from any personal injuries or loss of life caused by the District, its agents, employees or invitees arising out of the use of the Arena Facilities by the District and its agents, employees or invitees during the District's Use Hours. This covenant shall survive the expiration or termination of this Agreement for any reason; however, the District is only liable for injuries caused by its invitees in its exclusive use areas. The Center shall maintain liability insurance for personal injuries and the District's liability is limited to any claims or amounts not covered by the Center's insurance. See also paragraph 15 of this Agreement.

15. Subrogation. Notwithstanding anything to the contrary in this Agreement, each party hereby releases the other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise, but only so long as this will not prejudice any actual insurance coverage) for any loss or damage that is covered by casualty insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

16. Non-Discrimination. Attached is the Center's non-discrimination policy. The District shall not use the Center Facilities in any manner that would be in violation of this non-discrimination policy.

17. Damage or Destruction of Center Facilities. In the case of damage or destruction by fire or other casualty to all or any portion of the Center Facilities, the Center shall cause the damage to be repaired and the facilities to be restored with all reasonable dispatch, subject to delays beyond the reasonable control of the Center. The District shall be relieved of its obligation to pay use fees during any period of time that the Center Facilities are not usable and being repaired because of damage by fire or other casualty.

The Center shall not be liable for damages for failure to provide facilities during periods of repair or restoration.

Notwithstanding, if the Center Facilities are totally destroyed by fire or other casualty or if the damage shall be so extensive that 75% or more of Sill Arena or 75% or more of Seitz Arena is destroyed and if the Center decides not to repair or restore, the Center shall have the option to terminate this Agreement.

18. Condemnation. If the whole or any part of Center Facilities shall be taken under the power of eminent domain or by purchase or other acquisition in lieu of condemnation, this Agreement shall terminate with respect to the part so taken on the date ("**Taking Date**") the Center is required to yield possession thereof to the condemning authority. If the amount of any portion of the Center Facilities so taken substantially impairs the usefulness of the remaining

portion of the facilities for use by the District, the District may, by notice to Center delivered at least sixty (60) days prior to the Taking Date, terminate this Agreement as of the Taking Date.

All compensation or damages awarded under the power of eminent domain, whether for the whole or a part of the Center Facilities, shall be the property of the Center, whether such damages shall be awarded as compensation for diminution in value of the leasehold or to the fee of the facilities.

19. Default and Remedies. In the event of any default by the District and if the default has not been cured within fifteen (15) days after written notice thereof by the Center to the District, then the Center may, in addition to the other rights and remedies, terminate this Agreement or terminate the District's right to use of all or any of the Center Facilities without terminating this Agreement. Should the Center elect to terminate the District's right to use the Center Facilities without terminating this Agreement, the Center may allow others to use the Center Facilities during the District's Use Hours for such terms and conditions and at such fees as the Center in its sole reasonable discretion may deem advisable and recover from the District the fees provided for in this Agreement less any actual fees collected by allowing others to use the Center Facilities during the District's Use Hours. No remedy of the Center provided for herein shall be exclusive of any other remedy provided by law, and the pursuit of one remedy shall not bar the Center from thereafter pursuing any other lawful remedy.

In the event of any default by the Center and if the default has not been cured within fifteen (15) days after written notice thereof by the District to the Center, then the District may, in addition to other rights and remedies, terminate this Agreement or reduce the District's Use Hours without terminating this Agreement. No remedy of the District provided for herein shall be exclusive of any other remedy provided by law, and the pursuit of one remedy shall not bar the District from thereafter pursuing any other lawful remedy.

20. Resolution of Disputes. Any dispute relating to this Agreement or its termination that the parties cannot resolve through good faith negotiations shall be subject to the following resolution procedures; provided, that, either party may seek injunctive relief pending resolution of the dispute:

(a) Negotiations. The dispute or question shall first be submitted for resolution through the good faith negotiations to the Chair of the Board of the Center and the Superintendent of the District.

(b) Mediation. Any disputes that cannot be resolved by negotiations as provided in (a) above shall be subject to mediation.

(1) The mediation shall be conducted by one mediator who shall be selected jointly by the parties to the dispute within ten (10) days after any party to the dispute requests mediation. If the parties to the dispute are unable to agree upon the mediator, the mediator shall be appointed, upon the request of any party to the dispute, by the chief judge of the District Court of St. Louis County, Minnesota.

(2) The mediation shall be non-binding and shall commence within ten (10) days after the selection or appointment of the mediator. Each party to the dispute shall attend the mediation through one or more persons who have the authority to settle the dispute.

(3) The expenses of the mediation shall be shared equally by the parties to the dispute. The mediation shall continue until the dispute is settled or the mediator declares by written notice to the parties to the dispute that the parties to the dispute are at an impasse and not all disputes can be resolved, but in no event shall the mediation extend beyond sixty (60) days, unless the parties mutually so agree.

(4) In all other respects, the mediation shall be conducted as determined by the mediator or as determined by the mutual agreement of the parties to the dispute.

(c) Arbitration. Any disputes that cannot be resolved by negotiations as provided in (a) above or mediation as provided in (b) above shall be subject to arbitration. The arbitration proceedings shall be governed by the following, unless otherwise agreed by the parties to the dispute.

(1) All arbitration hearings shall be held in Duluth, Minnesota.

(2) Any and all arbitration proceedings and any arbitration decision, unless it is necessary that a judgment on the decision be entered, shall be confidential.

(3) Any party to the dispute shall have the right to specifically enforce any arbitration award by appropriate proceedings under Minnesota law.

(4) The dispute controversy shall be submitted to a panel of three neutral arbitrators, all of whom shall be selected in accordance with the Minnesota version of the Uniform Arbitration Act (currently codified in Minnesota Statutes, Chapter 572B), as existing at the time arbitration is invoked. Unless otherwise ordered by the arbitrators, the cost of the arbitrators shall be shared equally by the parties to the dispute.

(5) The arbitrator or arbitrators shall have the right to award the prevailing party its costs and expenses incurred in connection with the arbitration proceedings, including reasonable attorneys' fees and expenses.

(6) The parties hereby waive any legal or equitable rights to avoid arbitration or to seek a remedy at law or in equity as an alternative to arbitration.

(7) So long as not in conflict with the above, the Minnesota version of the Uniform Arbitration Act as existing at the time arbitration is invoked, shall govern the arbitration proceedings and award.

(8) Any arbitration proceeding hereunder must be demanded within one (1) year after the claim or controversy arose. Failure to demand arbitration within such

period shall constitute an absolute bar to the institution of any proceedings with respect to such controversy or claim, and a waiver thereof.

(9) A party may, but shall not be obligated to, resort to arbitration in connection with a claim for which an action in equity is appropriate, such as specific performance or injunctive relief.

21. Miscellaneous.

(a) Recording. This Agreement shall not be recorded but at the request of the District, the Center agrees to execute a short form or memorandum of this Agreement in a manner sufficient to enable it to be recorded in the governmental office in which there would be recorded a deed covering Center Facilities, which short form or memorandum of Agreement will set forth the use rights of the District and term of this Agreement.

(b) Legal Fees. If either party is compelled to take legal action to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover its costs and expenses incurred in connection with such legal action, including reasonable attorney's fees and expenses.

(c) Venue. In the event any of the parties shall resort to legal proceedings to enforce any of the terms of this Agreement, such proceeding shall be venued in St. Louis County, Minnesota.

(d) Captions. The table of contents, headings and captions are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof.

(e) Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

(f) Waiver. The receipt of use fees by the Center, with knowledge of any breach of this Agreement by the District or of any default on the part of the District in the observation or performance of any of the terms, covenants or conditions of this Agreement, shall not be deemed to be a waiver of any provision of this Agreement.

(g) Agents. Neither party has taken any action or non-action which could result in a claim by any third person for any commission, brokerage fee, finder's fee or other payments based upon this Agreement.

(h) Constructions. Any and all words used herein in the singular form shall include the plural form where applicable and vice versa, and any and all terms and words used herein in the neuter or masculine form shall include the other and the feminine form where applicable, and vice versa.

Although this Agreement may have been drafted by counsel for one of the parties, this Agreement has been subject to negotiation and modification prior to final execution and, accordingly, is not to be construed for or against either the Center or the District but is to be construed as if mutually drawn according to the general tenor of the language.

(i) Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never constituted a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a legal, valid and enforceable provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible.

(j) No Partnership/Joint Venture. Any intention to create a joint venture, partnership or agency relation between the parties is expressly disclaimed.

(k) Estoppel Certificate. The District agrees that at any time and from time to time at reasonable intervals, within ten (10) days after written request by the Center, the District will execute, acknowledge and deliver to the Center, the Center's mortgagee, or others designated by the Center, an estoppel certificate in a form as may from time to time be provided, ratifying this Agreement and certifying the status of this Agreement.

(l) Notices. Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given: when received, if delivered by hand; or when deposited, if placed in the mails for delivery by certified mail, postage prepaid, return receipt requested, addressed to the chief executive officer of the appropriate party to the addresses set forth on the signature pages. Addresses may be changed by written notice given pursuant to this provision; however, any such notice shall not be effective, if mailed, until three (3) business days after depositing in the mails or when actually received, whichever occurs first.

(m) Expenses. Except as otherwise provided herein, each party shall bear and pay for its own costs and expenses including, without limitation, all fees and disbursements of attorneys, accountants and financial consultants.

(n) Entire Agreement. This Agreement and the exhibits now or hereafter attached, represents the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements whether written or oral, relating thereto.

(o) Modification and Waiver. No purported amendment, modification or waiver of any provision hereof shall be binding unless set forth in a written document signed by both parties (in the case of amendments or modifications) or by the party to be changed hereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

(p) Binding Effect. The terms, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns and shall run with Center Facilities.

(q) Legal Opinion. Attached is a letter from the District’s legal counsel addressed to the Center representing that this Agreement is the valid and binding obligation of the District, enforceable against it in accordance with its terms.

22. Definitions. The following capitalized terms used in this Agreement are defined in this Agreement at the following locations:

- Agreement – first paragraph
- Center – first paragraph
- District – first paragraph
- Arena Facilities – Recital A
- Ancillary Facilities – Recital A
- Center Facilities – Recital A
- Use Hours – Section 1
- Fiscal Year – Section 1
- Use Schedule – Section 3
- DAHA – Section 3
- City – Section 3
- Event – Section 3
- Taking Date – Section 18

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

Independent School District 709  
Duluth, Minnesota

Duluth Heritage Sports Center, Inc.

By: \_\_\_\_\_  
Its School Board Chair

By: \_\_\_\_\_  
Its President

Address: 215 North First Avenue East  
Duluth, MN 55802

Address: 120 South 30<sup>th</sup> Avenue West  
Duluth, MN 55806

## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Area Learning Center	MN Power Employees	In Kind	None	School supplies for students (two paper boxes); shared items with families in transition
Area Learning Center	Narcotic Anonymous	\$60.00	ALC students	Narcotics Anonymous donation for use of building Aug/Sept
Area Learning Center	Narcotic Anonymous	\$30.00	ALC students	October donation for use of gym
District-wide	Faster Solutions	In Kind	Families in Transition program	Donated their efforts to design a website ( <a href="http://www.fitduluth.org">www.fitduluth.org</a> ) to utilize Go Fund Me to raise funds for the Families in Transition program and to refer students as well
District-Wide	Dan Bester	\$200.00	Families in Transition program	
District-Wide	Roy & Roberta Kruger	\$200.00	Families in Transition program	
East	Duluth Library Foundation	\$100.00	Orchestra	
East	The Noper Foundation, Inc	\$2,500.00	Student athletes	It's assist with the costs of participating in athletics/activities
Lakewood	Cub Foods	In Kind	None	CUB foods sold grocery bags with school supplies to their customers and then delivered 40 bags to us. I remembered the date because I have a picture of it.
Lakewood	Cub Foods	In Kind	None	40 bags with school supplies

Laura MacArthur	Cub Foods	In Kind	Students	Bags of school supplies
Laura MacArthur	Lloyd Simich	In Kind	Students	Bags of school supplies
Laura MacArthur	All American Club Women's Auxiliary	In Kind	Students	A wagon load of supplies
Lowell	PTA	\$6,094.67	Nueva Vision Spanish Immersion Program	Amity Fundraisers provide Lowell with a first language speaking individual from Spain or Mexico and is a program through the MN Department of Education.
Lowell	Texas Roadhouse	In Kind	Parent/teacher conferences	Donated a meal for parent/teacher conferences
Lowell	Country Lanes, Scott Carlson	In Kind	None	Scott Carlson donated a gift certificate for a game of bowling to each student at Lowell. They will receive it during Birthday Club Lunch with Principal Larva.
Myers-Wilkins	Cub Foods	In Kind	None	Approximately 130 grocery bags of school supplies donated
Myers-Wilkins	Theresa/Mike Akervik	\$60.00	Media Center Book Purchase	This donation was placed from memorials
Myers-Wilkins	Karen Meyer/Richard Schaefer	\$100.00	Washer/Dryer	Replacement set for the school
Myers-Wilkins	Bernadete Burnham	\$100.00	Washer/Dryer	Replacement set for the school
Myers-Wilkins	Lynn Olmsted	\$50.00	Washer/Dryer	Replacement set for the school
Myers-Wilkins	Dan/Mindy Beaudry	\$100.00	Washer/Dryer	Replacement set for the school
Myers-Wilkins	Lisa Mesedahl	\$1,000.00	Washer/Dryer	Replacement set for the school
Myers-Wilkins	Joan Setterlund	\$100.00	Washer/Dryer	Replacement set for the school
Myers-Wilkins	Jeanette McDonald	\$200.00	Washer/Dryer	Replacement set for the school

Myers-Wilkins	Cheryl/Mark Anderson	\$75.00	Washer/Dryer	Replacement set for the school
Myers-Wilkins	Richard/Mary Fruehauf	\$50.00	Washer/Dryer	Replacement set for the school
Stowe	Endowment Fund Grant	\$3,586.00	Grant recipient will use as documented	Bergman, Literacy/Downs, STEM with Legos/Puglisi, Drums Alive Program
Stowe	ServeMinnesota	\$750.00	None	Math Corps Evaluation stipend
Stowe	Beacon Point Resort on Lake Superior	In Kind	None	Donated miscellaneous supplies for 5th grade Wolfridge trip
Stowe	Asbury United Methodist Church	In Kind	None	Backpacks
Stowe	Bethany Community Church	In Kind	None	School supplies
Stowe	Rick students Grandma	In Kind	None	Grandparent sent donation of hats and mittens with students
Stowe	Kettle Kravings/Jeff Karkianen	In Kind	None	Donated popped popcorn to sell for Wolf Ridge trip
Stowe	Mr. Vang	\$500.00	Wolf Ridge trip	Donated towards trip expenses

**RESOLUTION**

Authorized Bank Account Signer – November 2018

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

<b>District Building</b>	<b>Banking Institution</b>	<b>Account Number</b>	<b>Addition of Authorized Signer</b>	<b>Removal of Authorized Signer</b>
Lakewood	Northshore	XXXXXXXX7	Heather Kemp	Erica Wittmers-Graves

**RESOLUTION****Designation of Identified Official with Authority for the MDE External User Access  
Recertification System**

WHEREAS, The Minnesota Department of Education (MDE) requires that school districts annually designate an Identified Official with Authority to comply with State Access Control Security Standard 1.0 which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The Identified Official with Authority will assign job duties and authorize external user's access to MDE secure systems for their local education agency (LEA).

RESOLVED, The Superintendent recommends the Board authorize Melinda Thibault to act as the Identified Official with Authority (IOwA) for Duluth Public School District 0709-01.

## RESOLUTION

### Authorizing the Issuance of Full Term Refunding Certificates of Participation, Series 2018A

BE IT RESOLVED, by the School Board (the “School Board”) of Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the “District”), as follows:

#### Section 1. Authority and Background.

1.01 Pursuant to the authority contained in Minnesota Statutes, Section 126C.40, Subd. 6 (the “Act”), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education.

1.02 The School Board has approved a Long-Range Facilities Plan (the “Plan”), and the Commissioner of Education has approved the District’s borrowing under the Act to finance the purchase of real and personal property for the projects set forth in the Plan as described in the Contract, as hereinafter defined (the “Project”).

1.03 By Resolution No. B-9-09-2679, adopted September 17, 2009, the School Board determined that it was necessary, expedient and in the best educational interests of the District’s pupils and residents that the District enter into an installment purchase contract pursuant to the Act to finance the costs of the Project and issuing full term certificates of participation in the installment payments under the installment purchase contract in the principal amount of \$71,170,000 pursuant to a declaration of trust.

1.04 Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the installment payments under the Contract to finance the Project, and the Commissioner authorized the Project and the levy.

1.05 The District selected Associated Trust Company, National Association, Milwaukee, Wisconsin (the “Trustee”) to act as vendor and the trustee as follows: the Trustee, as vendor, entered into an Installment Purchase Contract dated as of October 1, 2009 (the “Contract”), with the District regarding the acquisition, construction and equipping of the Project, and the District and the Trustee entered into a Declaration of Trust dated as of October 1, 2009 (the “Declaration”), pursuant to which Taxable Full Term Certificates of Participation, Series 2009A (Build America Bonds-Direct Pay), in the installment payments under the Contract in the principal amount of \$71,170,000 (the “2009A Certificates”), were executed and delivered by the Trustee.

1.06 Under and pursuant to the Act and Minnesota Statutes, Section 475, Subdivision 1 through 4, the District hereby determines that it is necessary, in order to reduce debt service costs, to refinance the outstanding 2009A Certificates through the issuance of Full Term Refunding Certificates of Participation, Series 2018A (the “2018A Certificates”).

#### Section 2. Sale of 2018 Certificates.

2.01 The District has retained PMA Securities, Inc., in Albertville, Minnesota (“PMA”), as independent financial advisor in connection with the sale of the 2018A Certificates. The School

Board desires to proceed with the sale of the 2018A Certificates by direct negotiation to Northland Securities, Inc., in Minneapolis, Minnesota (“Northland”), as underwriter.

2.02 Any officer of the School District and the Superintendent (the “Pricing Committee”), are hereby authorized to approve the sale of the 2018A Certificates and to execute a bond purchase agreement for the sale and purchase of the 2018A Certificates with Northland.

2.03 Upon approval of the sale of the 2018A Certificates by the Pricing Committee, the School Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District’s bond counsel.

2.04 PMA is authorized to prepare and Northland is authorized to distribute an official statement related to the sale of the 2018A Certificates.

2.05 If the Pricing Committee has not approved the sale of the 2018A Certificates to Northland and executed the related bond purchase agreement by December 31, 2018, this resolution shall expire.

Section 3. 2018A Certificates Documents. The form, specifications and provisions for the issuance and repayment of the 2018A Certificates shall be set forth in a subsequent resolution of the School Board, in an amendment to the Contract and in a supplement to the Declaration.

Section 4. Minnesota School District Credit Enhancement Program.

4.01 The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the 2018A Certificates and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the 2018A Certificates when due. The District further covenants to deposit with the Trustee, as bond registrar and paying agent for the 2018A Certificates, or any successor paying agent (the “Bond Registrar”) three days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the 2018A Certificates is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the 2018A Certificates or if, on the day two business days prior to the date a payment is due on the 2018A Certificates, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any 2018A Certificates of this issue remain outstanding.

4.02 The District further covenants to comply with all procedures now or hereafter established pursuant to Minnesota Statutes, Section 126C.55, Subdivision 2(c) by the Minnesota Department of Management and Budget and the Minnesota Department of Education and otherwise to take such actions as necessary to comply with that section. The Chair, Clerk and Superintendent is authorized to execute any applicable Minnesota Department of Education forms.

## RESOLUTION

### Authorizing the Issuance of Full Term Refunding Certificates of Participation, Series 2018B

BE IT RESOLVED, by the School Board (the “School Board”) of Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the “District”), as follows:

#### Section 1. Authority and Background.

1.01 Pursuant to the authority contained in Minnesota Statutes, Section 126C.40, Subd. 6 (the “Act”), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education.

1.02 The School Board has approved a Long-Range Facilities Plan (the “Plan”), and the Commissioner of Education has approved the District’s borrowing under the Act to finance the purchase of real and personal property for the projects set forth in the Plan as described in the Contract, as hereinafter defined (the “Project”).

1.03 By Resolution No. B-5-08-2541, adopted May 29, 2008, the School Board determined that it was necessary, expedient and in the best educational interests of the District’s pupils and residents that the District enter into an installment purchase contract pursuant to the Act to finance the costs of the Project and issuing full term certificates of participation in the installment payments under the installment purchase contract in the maximum principal amount of \$111,440,000 pursuant to a declaration of trust.

1.04 Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the installment payments under the Contract to finance the Project, and the Commissioner authorized the Project and the levy.

1.05 The District selected U.S. Bank National Association, St. Paul, Minnesota (the “Trustee”) to act as vendor and the trustee as follows: the Trustee, as vendor, entered into an Installment Purchase Contract dated as of June 1, 2008 (the “Contract”), with the District regarding the acquisition, construction and equipping of the Project, and the District and the Trustee entered into a Declaration of Trust dated as of June 1, 2008 (the “Declaration”), pursuant to which Full Term Certificates of Participation, Series 2008B, in the installment payments under the Contract in the principal amount of \$111,440,000 (the “2008 Certificates”), were executed and delivered by the Trustee.

1.06 Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010, with the Trustee which amended the Contract and a Supplement to Declaration of Trust dated as of October 1, 2010 with the Trustee, which supplemented the Declaration, in connection with the \$5,000,000 Full Term Certificates of Participation, Series 2010C dated October 1, 2010 (the “2010C Certificates”), the proceeds of which financed the Project, as amended.

1.07 Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Installment Purchase Contract dated as of June 1, 2012, with the

Trustee which amended the Contact, as amended, and a Supplement to Declaration of Trustee, dated as of June 1, 2012, which supplemented the Declaration, as supplemented, in connection with the \$12,800,424.50 Full Term Capital Appreciation Certificates of Participation, Series 2012A, dated June 27, 2012, the proceeds of which financed the Project, as amended.

1.08 Under and pursuant to the Act and Minnesota Statutes 475, Subdivision 1 through 12, the District refinanced the outstanding 2008 Certificates through the issuance of \$82,605,000 Full Term Refunding Certificates of Participation, Series 2016A, dated as of August 17, 2016.

1.09 Under and pursuant to the Act and Minnesota Statutes, Section 475, Subdivision 1 through 4, the District hereby determines that it is necessary, in order to reduce debt service costs, to refinance the outstanding 2010C Certificates through the issuance of Full Term Refunding Certificates of Participation, Series 2018B (the “2018B Certificates”).

Section 2. Sale of 2018B Certificates.

2.01 The District has retained PMA Securities, Inc., in Albertville, Minnesota (“PMA”), as independent financial advisor in connection with the sale of the 2018B Certificates. The School Board desires to proceed with the sale of the 2018B Certificates by direct negotiation to Northland Securities, Inc., in Minneapolis, Minnesota (“Northland”), as underwriter.

2.02 Any officer of the School Board and the Superintendent (the “Pricing Committee”), are hereby authorized to approve the sale of the 2018B Certificates and to execute a bond purchase agreement for the purchase of the 2018B Certificates with Northland.

2.03 Upon approval of the sale of the 2018B Certificates by the Pricing Committee, the School Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District’s bond counsel.

2.04 PMA is authorized to prepare and Northland is authorized to distribute an official statement related to the sale of the 2018B Certificates.

2.05 If the Pricing Committee has not approved the sale of the 2018B Certificates to Northland and executed the related bond purchase agreement by December 31, 2018, this resolution shall expire.

Section 3. 2018B Certificates Documents. The form, specifications and provisions for the issuance and repayment of the 2018B Certificates shall be set forth in a subsequent resolution of the School Board, in an amendment to the Contract and in a supplement to the Declaration.

Section 4. Minnesota School District Credit Enhancement Program.

4.01 The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the 2018B Certificates and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the 2018B Certificates when due. The District further covenants to deposit with the Trustee, as bond registrar and paying agent for the 2018B Certificates, or any successor paying agent (the “Bond Registrar”) three days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it

will be unable to make all or a portion of that payment. The Bond Registrar for the 2018B Certificates is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the 2018B Certificates or if, on the day two business days prior to the date a payment is due on the 2018B Certificates, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any 2018B Certificates of this issue remain outstanding.

4.02 The District further covenants to comply with all procedures now or hereafter established pursuant to Minnesota Statutes, Section 126C.55, Subdivision 2(c) by the Minnesota Department of Management and Budget and the Minnesota Department of Education and otherwise to take such actions as necessary to comply with that section. The Chair, Clerk or Superintendent is authorized to execute any applicable Minnesota Department of Education forms.

**Expenditure Contracts Signed  
October 2018**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of October 2018:

<b>Name</b>	<b>Amount (or Not to Exceed)</b>	<b>Source</b>	<b>Description</b>
Critical Questioning LLC, Michael Walker	\$5,000.00	Denfeld	Courageous conversations around race and racism; supporting the black male
Joan Sargent	\$7,300.00	Denfeld	2.5 day retreat on intercultural development and conflict
School Datebooks	\$328.78	Lester Park	Annual datebooks for students
Amity Institute	\$4,600.00	Lowell	Amity Intern Program to host one intern for the Nueva Vision Spanish Immersion program at Lowell
Charlie Applestein	\$2,800.00	Myers-Wilkins	Strategies and tools for educators who work with difficult behaviors in the classroom
Positive Energy Outdoors	\$600.00	Office of Education Equity	Sled dog excursion and draft horse sleigh ride
Concordia Community Arts Playcare	\$2,385.00	Special Services	Preschool planning as required by IEP
Concordia Creative Art Playcare	\$1,350.00	Special Services	Preschool planning as required by IEP
Endion Square Children's Center	\$1,735.00	Special Services	Preschool planning as required by IEP
Infinite Campus	\$4,896.00	Technology	Campus Learning-Building License Fee

This Agreement, made and entered into this October 15, 2018 and between Independent School District #709, a public corporation, hereinafter called District, and Critical Questioning LLC, Michael V. Walker, and 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. **Dates of Service.** This Agreement shall be deemed to be effective as of October 15, 2018 and shall remain in effect until June 30, 2019 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. **Performance.** (Provide A separate page detailing a description of the programs of services to be performed by contractor, as well as the funding source for payment.)
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 \$5,000. 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.**
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis, using either the District Invoice OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
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. **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.
7. **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 William Gronseth, Superintendent of, ISD709, Duluth Public Schools, 215 N. 1st Ave. E. 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 Critical Questioning LLC, Michael V. Walker 5825 91st Crescent North Brooklyn Park, MN 55443.

8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **Insurance.** (If applicable)

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.

Independent School District #709

Contractor

Chair

Critical Questioning LLC, Michael V. Walker

Name/Signature

Clerk

*Michael V. Walker*

Independent Contractor

Program Director

Title CEO/ Founder

Date October 24, 2018

*John M. Dennis*  
Dennis

81-3106456



*Cathryn Ekson*

Superintendent of ISD709 CEO

Date

Oct 24, 2018

Program Budget Code: 01-211-215-317-000 130500  
Dennis Discretionary Comp Ed

## Walker Bio

Michael Walker brings a career focus on youth development and assisting black youth to achieve success. He earned his undergraduate degree in physical education from Southwest Minnesota State University and his master's degree in counseling from the University of Wisconsin – River Falls as well as his Administrative License from St. Cloud State. From 1998 to 2006, Walker served in many capacities within the Twin Cities YMCA's finishing as a Senior Program Director, where he developed programs for social, academic, athletic and employment skills for youth. Walker worked as a career and college center coordinator for AchieveMpls at Roosevelt High School from 2006 to 2009 before serving Minneapolis Public Schools as Roosevelt's dean of students from 2009 to 2011 and then moved into the role as assistant principal from 2011 to 2014. He has taken on being the Director for the Office of Black Male Student Achievement for the past 3 years, where his sole responsibility is changing academic outcomes for Black Males who attend Minneapolis Public Schools. Recently he has been consulting with local districts and across the country to provide a framework and professional development workshops around supporting Black Males. He has also been distinguished as a 2017 Bush Fellow recipient, which he will use to further his leadership and expertise. Walker is an Unapologetic Advocate for Black Male students and works towards reducing the belief gap in the area's schools.

Corey Yeager, MA, LMFT  
PhD Candidate, University of Minnesota  
Department of Family Social Science

Corey Yeager is a Licensed Marriage and Family Therapist, focusing his therapeutic practice on serving the African American community, from which he comes. Yeager holds a Bachelors degree in Psychology from Metropolitan State University, a Masters of Art degree in Marriage and Family Therapy from Argosy University and a PhD from the University of Minnesota, within the Department of Family Social Science. His research emphasis centers on better understanding the plight of African American relationships, while educating service providers to utilize the family system context to facilitate meaningful change in the lives of their clients.

Corey has engaged a wide-range of clientele in his therapeutic endeavors. As a school-based mental health provider, Yeager worked tirelessly as a therapist in the Hennepin County Juvenile Detention center, through the Minneapolis Public Schools. In this work Yeager employed an eclectic style of therapeutic orientations, as to cater his therapy to the unique needs of students and families. His cornerstone mode of therapy is steeped in Trauma-based/informed care. Allowing the students and the families from which they come to remain the experts in their lives. Corey operates his organization, HarmonyRoad, LLC, within a number of Minneapolis Public School sites as well as a burgeoning practice in the St. Paul Public School system.

In his current role as the Educational Equity Coordinator, for the Office of Black Male Student Achievement, within the Minneapolis Public Schools, Yeager is unwavering in his assault on the "perceived" achievement gap for African American males. He believes that African American males do not face an achievement gap but rather a relationship and opportunity gap.

Yeager continues to broaden his research interest by working to develop and support teachers through professional development and the support of educators in their development and maintenance of culturally relevant pedagogy. Corey sees this two-pronged approach of working both individually and in group therapeutic settings with students and families, while working to undergird teachers with the pedagogical tools they need to best serve their students.

Finally, Corey works diligently to facilitate the advancement of meaningful dialogue surrounding the subject of race and racism. It is in this culminating work that he finds his passion. Yeager has done a vast array of facilitating these "courageous conversations" across the country, finding his way from Albany, New York to NYU to Fridley, Minnesota working in school systems to assess and address the climate and culture of these large systemic spaces.



## Contract Agreement

This Agreement, made and entered into this Sept 24, 2018 and between Independent School District #709, a public corporation, hereinafter called District, and Joan Sargent, and 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. **Dates of Service.** This Agreement shall be deemed to be effective as of September 24, 2018 and shall remain in effect until June 30, 2019 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. **Performance.** (Provide A separate page detailing a description of the programs of services to be performed by contractor, as well as the funding source for payment.)
3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **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 \$7,300. 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.**

5. **Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis, using either the District Invoice OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.

6. **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.

7. **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. Participant inventory results shall remain confidential to contractor and individual participants.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **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: ISD 709, Duluth Public Schools, Attn: Superintendent William Gronseth, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2817 Jefferson St. Duluth, MN 55812.

11. **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.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**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.

		9-24-18
Contractor Signature	SSN/Tax ID Number	Date
		9/24/18
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	211	215	317	000	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

CFO/Superintendent of Schools/Board Chair	10-12-18
	Date

**Joan Sargent, Independent Contractor**

**Program Services**

**Phase One**

Facilitate organizational meetings with DHS administration and support staff  
Create participant list; make adjustments as needed  
Draft communication letter to staff and subsequent invite  
Provide orientation session for participants  
Reserve retreat location  
Arrange for food and beverages  
Administer Intercultural Development Inventory  
Schedule feedback sessions for participants with QA's  
Provide individual IDI feedback sessions for cohort participants  
Order Intercultural Conflict Survey  
Administer DiSC Workplace Survey for participants  
Generate group IDI and DiSC profiles  
Order supplies  
Create spreadsheet to track inventory completion and IDI feedback  
Send follow up communications re: logistics to participants  
Create agenda for 2 ½ day retreat  
Prepare handouts for participant/print shop  
Prepare facilitators schedules  
Assemble binders for participants  
Administer formative evaluation  
Ongoing email support with administration, support staff & participants  
Facilitate 2 ½ day retreat with 19 cohort members

**Phase Two**

Summarize results from formative evaluation- session 1  
Provide email support to retreat participants  
Facilitate meetings with co-facilitator/teacher leaders to design part 2  
Develop content for session 2  
Create, assemble and arrange printing for handouts for session 2  
Confirm location for session 2  
Create certificate of attendance for participants  
Facilitate two day retreat  
Administer final evaluation



# 2019 Imagine 8.5x11 Contract

2880 U.S. Hwy. 2379  
Lafayette, IN 47909-2874  
Phone: (800) 705-7526  
Fax: (765) 471-8874

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Order online @ [schooldatebooks.com](http://schooldatebooks.com)

<b>School</b> Lester Park Elementary 5300 Glenwood St Duluth, MN 55804	<b>Administrator</b> Ms Susan Lehna, Principal Phone: (218) 336-8875 Fax: (218) 336-8879 Email:	<b>Contact</b> Ms. Tracy Thompson, Administrative Assistant Phone: (218) 336-8875 x 2652 Cell/Summer Number: Email: <a href="mailto:tracy.packingham@isd709.org">tracy.packingham@isd709.org</a>	<b>Date:</b> 9/26/2018 <b>Sales Rep:</b> Matt Bizal <a href="mailto:mattbizal@schooldatebooks.com">mattbizal@schooldatebooks.com</a> <b>CSR:</b> Mallory Huffer <a href="mailto:mallory@schooldatebooks.com">mallory@schooldatebooks.com</a>
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### Billing and Shipping

<b>Bill To</b> PO#: Lester Park Elementary Ms Tracy Thompson 5300 Glenwood St Duluth, MN 55804 United States Email: <a href="mailto:tracy.packingham@isd709.org">tracy.packingham@isd709.org</a>	<b>Ship To</b> Lester Park Elementary Ms Tracy Thompson 5300 Glenwood St Duluth, MN 55804 United States	<b>Desired Delivery Date:</b> 8/22/2019 <b>Earliest Delivery Date:</b> 8/14/19
---	--	---

No deliveries prior to 5/1/2019. To ensure on-time delivery, we will ship 7-10 days before your Earliest Delivery Date (EDD), if all deadlines are met. It is possible that your books may arrive before your Desired Delivery Date (DDD). Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 1-week window between the EDD and DDD is required.

Product	#Books	#Pages	Cost/Book	Base Cost
Imagine 8.5x11	95	0	\$2.09	\$198.55

### Discounts \*Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$198.55	x	0.00	\$0.00
4% Discount for contracts received by 10/19/18*	\$198.55	x	0.00	\$0.00
3% Discount for contracts received by 12/14/18*	\$198.55	x	0.00	\$0.00
2% Discount for contracts received by 4/5/19*	\$198.55	x	0.00	\$0.00
1% School District Discount	\$198.55	x	0.00	\$0.00

### Cover Options \*orders <250 will incur a per book enhancement fee; minimums apply

Plastic Window	Artistic designs on PolyFusion™. School name will appear if handbook is added.	\$0.45	x	95	\$42.75
Chalkboard					
Daydream					
Destination					
Explore					
Inspiration					
Pins					
Prism					
Seaside					
Slate					
Space 3D					
Stamps 3D					
Water					
Personalized Cardstock	Personalized cardstock covers featuring your school name and logo in black ink	\$0.00	x	0	\$0.00
Standard Cardstock	Durable cardstock covers in your choice of 3 stock-image designs	\$0.00	x	0	\$0.00

### Enhancements \*orders <250 will incur a per book enhancement fee; minimums apply

Vinyl pocket page	\$0.30	x	95	\$28.50
Stickers (per sheet)	\$0.30	x	0	\$0.00
Card-stock half pass	\$0.20	x	0	\$0.00

### Accessories

Wall chart	\$5.00	x	0	\$0.00
This Week Marker (Minimum order of 25)	\$0.20	x	0	\$0.00
Teacher Lesson Plan and Grade Book (Minimum order of 25)	\$3.95	x	0	\$0.00
Illustration Posters Set 1 (Honesty, Fairness, Integrity, Courage, Determination, Perseverance)	\$19.99	x	0	\$0.00
Illustration Posters Set 2 (Respect, Trust, Ambition, Caring, Citizenship, Responsibility)	\$19.99	x	0	\$0.00
Photograph Posters Set 1 (Honesty, Fairness, Integrity, Courage, Determination, Perseverance)	\$19.99	x	0	\$0.00
Photograph Posters Set 2 (Respect, Trust, Ambition, Caring, Citizenship, Responsibility)	\$19.99	x	0	\$0.00

### Enhancement Fee

Orders <250 will incur a per book enhancement fee; minimums apply	\$0.25	x	95	\$23.75
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**Sub-Total\*** \$293.55

Shipping and Handling: 12% , Minimum \$25, Rate applies to contiguous US/Canada only. Int'l rates may vary. \$35.23

Sales Tax: Exempt#: 8014301 \$0.00

\* Net 30 (Net due within 30 days from invoice date)

\* Sales tax will be added if applicable

**Total (USD)** \$328.78

\* Exchange policy: Custom orders (which includes handbook, personalized/custom cover, or any enhancements) cannot be exchanged. Non-custom orders can be exchanged for a different product at school's shipping expense. (Shipping must be via traceable method within 30 days of receipt.) No returns.

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to guarantee delivery by the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.

### One-Year Contract

We agree to purchase datebooks from School Datebooks for the year of 2019-2020.

### Three-Year Contract

We agree to purchase datebooks from School Datebooks for the years of 2019-2020, 2020-2021, 2021-2022 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.\* (\*Shipping rate subject to change after initial year.)

10/12/18

Date

*Cathy Elmer*

Signed (School Administrator)

CFC

Title

**LETTER OF AGREEMENT**

February 13, 2018

Jen Larva  
 Nueva Vision Spanish Immersion - Lowell Elementary School  
 2000 Rice Lake Road  
 Duluth, Minnesota 55811



AMITY INSTITUTE

Dear Jen Larva,

This letter is to confirm arrangements made between Nueva Vision Spanish Immersion - Lowell Elementary School (hereinafter "Host School") and Amity Institute (hereinafter "Amity") for Host School's participation in the Amity Intern Program, designated by the U.S. Department of State as an exchange visitor program in the non-immigrant (J) visa category.

Amity will act as the exchange visitor visa sponsor and will provide internships to program participants through partnership with the Host School. Amity will provide each Intern invited by the Host School, as stated on the Intern Invitation Addendum, with a SEVIS-generated Form DS-2019 under Amity's Exchange Visitor Program #P-3-14779 and the Training/Internship Placement Plan (T/IPP - Form DS-7002 outlining exchange program activities). Upon receipt of Form DS-2019 and Form DS-7002, the Intern will present the forms to the nearest U.S. Embassy in his/her home country in order to secure a non-immigrant J-1 Exchange Visitor entry visa. It has been determined by Amity and the Host School that the background, English language skills, education, and experience qualify the Intern for this exchange program.

This Amity Intern Program is to take place over the course of the 2018/19 academic year as specified by the dates listed on the Intern's T/IPP at Nueva Vision Spanish Immersion - Lowell Elementary School (known as Site of Activity) located at 2000 Rice Lake Road, Duluth, Minnesota, 55811. Host School agrees to notify Amity within three days of occurrence if the dates or the Site of Activity for this exchange change. Upon completion of the program Interns are expected to return to their home country to fulfill the exchange. The Host School acknowledges that this is a temporary exchange opportunity and employment in the U.S. cannot be offered at any point.

The Host School will be providing supervision and training as well as locally assisting the Intern throughout this program, including access to cross-cultural activities. In compliance with J-1 visa regulations this exchange program is to be a structured program of activities as described in the Training/Internship Placement Plan (T/IPP). The Host School agrees to provide supervision through qualified and certified teaching staff at all times and understands that the Intern may not replace staff or function as a substitute teacher. The Host School agrees to arrange a schedule for Intern of approximately 32 hours per week, including preparation time, staff meetings and regular extra-curricular activities, in accordance with the activities stated in the T/IPP. The Host School also agrees to provide assessments of Intern according to T/IPP.

Following Amity program guidelines, documented in the Internship Handbook and Internship Bulletin, the Host School agrees to arrange suitable housing as well as three meals a day at no charge to the Intern. The Host School agrees to inspect all host families and to submit Host Family Fact Sheets for each host family to Amity prior to Intern's arrival in the home. The Host School agrees to report any changes to host family placements within three days of occurrence.

The Host School agrees to arrange payment of a stipend in the amount of \$300.00/month to the Intern. Payment of the stipend is the responsibility of the Host School.

1775 Hancock Street, Suite 170, San Diego, California 92110 - (619)-222-7000 - [www.amity.org](http://www.amity.org)

In accordance with visa regulations, Amity, as the exchange visitor program sponsor, in conjunction with the Host School, will provide the Intern with written Terms of Assignment, pre-arrival information, orientation materials, ongoing program support, funding arrangements, and will be generally available on an on-going basis to assist the exchange visitor as may be required. Amity must also determine the Intern's compliance with minimum sickness/accident insurance coverage requirements set by J-1 regulations.

Amity will take full responsibility for program validation and the on-going maintenance of the SEVIS record in order to preserve Intern's legal status in the United States. It should be noted that the above arrangements are based on current Department of Homeland Security (DHS) and Department of State regulations, and would be subject to modification should J-1 exchange visitor requirements change. The Host School agrees to cooperate with Amity to conduct supervision and evaluation of the exchange program in accordance with U.S. government J-1 visa regulations, for which Amity, as the Exchange Visitor sponsor, is officially responsible. The Intern is responsible for completing and submitting the Form I-901 and paying the respective mandatory one-time DHS SEVIS fee for a newly sponsored exchange visitor.

The Host School agrees to remit to Amity within 30 days of invoice the administrative fee in the amount of \$1600 for each Intern arriving for the full academic year and \$800 for each Intern arriving for one semester if one-semester internships are arranged consecutively during the school year. If an Intern leaves the Program before their Program End Date, a pro-rate of \$160 will be charged if the Intern leaves prior to October 1<sup>st</sup>. If the Intern leaves after October 1<sup>st</sup>, the semester rate of \$800 will be charged.

Please indicate your agreement to the arrangements stated above by returning a signed copy of this Letter of Agreement. Once this signed Letter of Agreement and the T/IPP has been received, Amity will prepare the necessary Terms of Assignment for the Intern to sign. Thereafter, Amity will prepare a packet of important documents and information to be mailed to the Intern. The packet will include, but is not limited to: one (1) SEVIS-generated Form DS-2019, the executed Form DS-7002 (T/IPP), and comprehensive instructions on applying for a J-1 entry visa, completing and paying the mandatory one-time DHS SEVIS fee, entering the United States, and maintaining legal status.

Should you have any questions in the interim please do not hesitate to contact us at your convenience.

Amity Institute  
1775 Hancock Street, Suite 170  
San Diego, CA 92110  
Phone: (619) 222-7000  
Fax: (619) 222-7016  
Email: [interns@amity.org](mailto:interns@amity.org)

Catherine Erickson 10/12/18  
Catherine Erickson Date  
CFO, ISD 709

Sincerely yours,

Gertrud Hermann  
Digitally signed by Gertrud Hermann  
DN: cn=Gertrud Hermann, o=Amity Institute, ou,  
email=gertrud@amity.org, c=US  
Date: 2018.02.13 14:22:29 -0800

Signature of Gertrud Hermann, Interim Director  
Amity Institute

For Host School:

Jennifer Larva  
Signature

2/27/18  
Date

Jennifer Larva Principal  
Name & Title

Yael M. [Signature] 2 10-8-18  
Director of Curriculum & Instruction

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of October, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Charlie Appelstein, 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. **Dates of Service.** This Agreement shall be deemed to be effective as of October 29, 2018 and shall remain in effect until October 29, 2018, 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. **Performance.** Three hour presentation of strategies and tools for educators who work with difficult behaviors in the classroom. This presentation will be provided to Piedmont and Myers-Wilkins Elementary School staff. Location in Duluth will be confirmed by October 22, 2018.
3. **Background Check.** Contractor is not required to provide a background check. Presentation will occur on non-school day.
4. **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 \$ 2,800.00. 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.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **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.

7. **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.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **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: ISD 709, Duluth Public Schools, Attn: Amy Worden, Myers- Wilkins Elementary Principal, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to **Appelstein Training Resources** 12 Martin Avenue Salem, NH 03079.

11. **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.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **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.


14. **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.

15. **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.

16. **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.

17. **Insurance.** This insurance provision is not applicable. Contractor is a guest speaker.

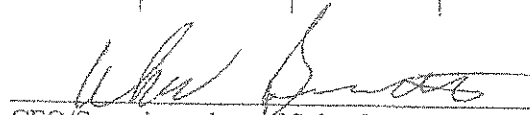
**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 10/3/18

Program Director \_\_\_\_\_ Date \_\_\_\_\_

**Please note:** All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	203	540	317	000	130500
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CFO/Superintendent of Schools/Board Chair \_\_\_\_\_ Date 10/3/18

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 17th day of September, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Positive Energy Outdoors, 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: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 1st 2018, and shall remain in effect until June 30th, 2019, 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. **Sled Dog Excursion/Sleigh Ride :** 20 Students/Staff Chaperones will participate in Sled dog excursion with 2 sled dog teams at the Positive Energy Outdoors Facility. We will then participate in a Draft Horse Sleigh Ride. The entire programming will last approximately 3 hours +travel time.
3. **Background Check .** (Applies to contractors working independent with students) Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.
4. **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 \$600.00@ a rate of \$200.00 per daily excursion (3-4 hours). 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.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **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.

7. **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.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **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 the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail

Positive Energy Outdoors 4757 Datka Rd, Duluth, MN 55803 .

Stephanie Love and Blake Cazier, Directors

Positive Energy Outdoors

Skills, Fun and Adventure in Duluth and Northern Minnesota

[www.outdooredventures.org](http://www.outdooredventures.org)

[info@outdooredventures.org](mailto:info@outdooredventures.org)

218-391-0147 or 218-428-5990 [steph@outdooredventures.org](mailto:steph@outdooredventures.org)

11. **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.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **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.

14. **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.

15. **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.

16. **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.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:


**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.


**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

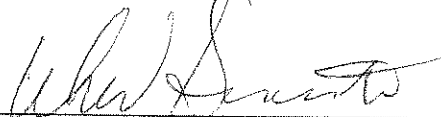
**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Stephanie Love--Director \_\_\_\_\_ 36-4560104 \_\_\_\_\_  
Contractor Signature SSN/ Tax Identification Number Date

\_\_\_\_\_  
Initiator - (Contact with questions) Date

  
\_\_\_\_\_  
Program Director 9/25/18  
Date

  
\_\_\_\_\_  
Director of Curriculum and Instruction 9-28-18  
Date

  
\_\_\_\_\_  
Director of Business Service / Superintendent of Schools 10-3-18  
Date



Special Services Department  
 Independent School District #709  
 215 N 1<sup>st</sup> Ave E  
 Duluth, MN 55802

### CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **October 10, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Concordia Community Arts Playcare** hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in \_\_\_\_\_ individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 3 hours (180 minutes) Monday/Wednesday and , 6 hours (360 minutes) on Friday, and up to 90 days.
  2. The AGENCY shall perform these services at: **2501 Woodland Avenue Duluth, MN 55803.**
  3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **May 24, 2019**; the contract not to exceed a total of **93 Days** (3 Days per Week) and a total cost up to **\$2,385.** (\$265.00 per month).
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.**
-

ISD **Duluth**  
709  
**6 Public Schools**

Page 2 - Contract for Purchase of Special Education Services

6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
By  
Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Cathy Carlson  
C.F.O. Executive Director of Business Services

Date 10/12/18

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

By Jackie Edward  
Director



Special Services Department  
 Independent School District #709  
 215 N. 1<sup>st</sup> Ave. E.  
 Duluth, MN 55802

### CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **June 11, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Concordia Community Arts Playcare** hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in \_\_\_\_\_ individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:  
Preschool programming for 3 hours (180 minutes) Monday/Wednesday and 6 hours (360 minutes) on Friday, and up to 90 days.
2. The AGENCY shall perform these services at: **2501 Woodland Avenue Duluth, MN 55803.**
3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **May 17, 2019**; the contract not to exceed a total of **90 Days** (3 Days per Week) and a total cost up to **\$2,385.** (\$265.00 per month).
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.**

# ISD 709 Duluth Public Schools

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

6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

**SIGNED:**

Concordia Community Arts Playcare  
Name of Agency  
2501 Woodland Avenue, Duluth MN 55803

By Cynthia C Carlson  
Authorized Agent

July 4, 2018  
Date

**INDEPENDENT SCHOOL DISTRICT #709**

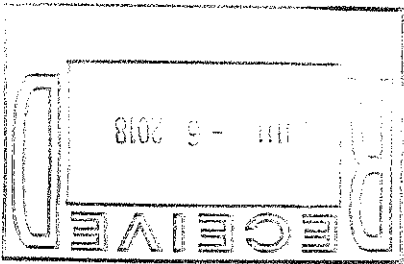
Duluth, Minnesota

Douglas A. Haas  
C.F.O. Executive Director of Business Services

Date 06/13/18

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

By Concetta K Ward 6/11/18  
Director





Special Services Department  
 Independent School District #709  
 215 N 1<sup>st</sup> Ave E  
 Duluth MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **October 17, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Concordia Creative Art Playcare** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in \_\_\_\_\_ individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services: Preschool programming for 3 hours (180 minutes) every T and Th, 2 day per week, and up to 66 days.
2. The AGENCY shall perform these services at: **2501 Woodland Ave, Duluth.**
3. The approximate date the service will begin is, **September 6, 2018** and shall not extend beyond **May 23, 2019**; the contract not to exceed a total of **66 Days** ( 2 Days per Week) and a total cost up to **\$1,350.00.** (\$150.00 per month).
4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.**

ISD  
709  
6 Duluth  
Public Schools

Page 2 - Contract for Purchase of Special Education Services

6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

\_\_\_\_\_  
Name of Agency

By \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Catherine Ekson  
\_\_\_\_\_  
C.F.O. Executive Director of Business Services  
10-18-18  
Date

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

By Joan Cream  
\_\_\_\_\_  
Director  
10/18/18  
Date



Special Services Department  
 Independent School District #709  
 215 N 1<sup>st</sup> Ave E  
 Duluth MN 55802

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **October 18, 2018** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Children's Center** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in the individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services: Preschool programming for 4 hours (240 minutes) from 8-12:00 every T, Th, and F - 3 days per week, and up to 95 days.
  2. The AGENCY shall perform these services at: **1823 E Superior St, Duluth.**
  3. The approximate date the service will begin is, **September 17, 2018** and shall not extend beyond **May 30, 2019**; the contract not to exceed a total of **95 Days** (3 Days per Week) and a total cost up to **\$1735.00.** (\$18.00 per day)
  4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
  5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.
-

# ISD 709 Duluth Public Schools

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

6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

**SIGNED:**

\_\_\_\_\_  
Name of Agency

By \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

**INDEPENDENT SCHOOL DISTRICT #709**

Duluth, Minnesota

Catherine Elson  
\_\_\_\_\_  
C.F.O. Executive Director of Business Services

10/24/18  
Date

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

By John Com  
\_\_\_\_\_  
Director

10/22/18  
Date

### Order and Pricing Schedule

Reference to Agreement. This Order and Pricing Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., ("Company") and Duluth Independent School District 709, ("Licensee").

Description	Term Start Date	Quantity	Fee Type	Unit Price	Total
Campus Learning-Building License Fee	11/1/2018	4,896	Priorated	\$0.67	\$3,264.00

**Year 1 Total** **\$3,264.00**

Description	Term Start Date	Quantity	Fee Type	Unit Price	Total
Campus Learning-Building License Fee	7/1/2019	4,896	Recurring	\$1.00	\$4,896.00
-East High (1,570)					
-Ordean East (1,075)					
-Denfield High School (1,017)					
-Lincoln Park Middle School (651)					
-Merritt Creek Academy (89)					
-Rockridge Academy (85)					
-Chester Creek Academy (58)					
-Arrowhead Academy (19)					
-Academic Excellence Online (332)					

**Annual Recurring Total** **\$4,896.00**

Duluth Independent School District 709

By: *Catherine Erickson*  
 Name: Catherine Erickson (Oct 23, 2018)  
 Title: CFO

**No Cost Contracts Signed  
October 2018**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the month of October 2018:

<b>Name</b>	<b>Source</b>	<b>Description</b>
College of St. Scholastica (CSS)	Business Services	Clinical Learning Experience agreement (nursing)
Wisconsin Indianhead Technical College (WITC)	Career and Technical Education	Articulation agreement
Minnesota Department of Education (MDE)	Curriculum	Concurrent Enrollment Program Aid Application (CITS courses)
The Hills Youth and Family Services	Lincoln Park Middle School	MOU
Winona State University (WSU)	Superintendent	MOU

September 7, 2018

Douglas Hasler  
CFO  
Duluth Public School System - ISD #709  
215 N 1st Ave E  
Duluth, MN 55802

Dear Mr. Hasler:

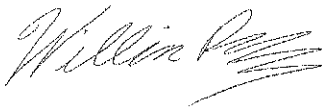
On behalf of the faculty and students of The College of St. Scholastica, I want to thank you and your staff for providing an excellent clinical site for student learning.

Current agency agreements were recently reviewed with no changes anticipated. Will you please review the enclosed agreement, and if no changes are required from your perspective, sign both copies, keep one, and return the other in the enclosed business reply envelope?

As you know, The College of St. Scholastica has a clinical agency affiliation discount policy for all agencies which provide clinical experiences for our students. Specifically, this policy provides to one employee a fifty percent (50%) discount of tuition for one undergraduate or graduate course per semester, per site. Please note that this tuition discount applies to agencies which are used in the academic year prior to the request for a tuition discount.

Thank you again for your generous cooperation with our educational endeavors. Please feel free to contact me with any questions you may have.

Sincerely,



William Rose  
Administrative Specialist, School of Nursing  
[wrose@css.edu](mailto:wrose@css.edu)  
218 723 7057

Enclosures

REVIEW AND CONTINUATION OF THE  
CLINICAL LEARNING EXPERIENCE AGREEMENT  
BETWEEN

The College of St. Scholastica  
School of Nursing  
1200 Kenwood Avenue  
Duluth, Minnesota 55811-4199  
(Hereinafter referred to as the **COLLEGE**)

AND


Duluth Public School System - ISD #709  
215 N 1st Ave E  
Duluth, MN 55802  
(Hereinafter referred to as the **FACILITY**)

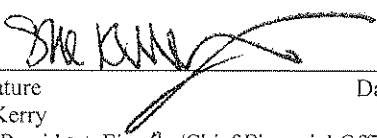
We have reviewed the Clinical Learning Experience Agreement between the **COLLEGE** and the **FACILITY**. The **COLLEGE** and the **FACILITY** agree to continue all terms and conditions previously agreed upon in the Clinical Learning Experience Agreement entered into on 7/30/2013.


This Agreement will be reviewed and evaluated at the close of each academic year by both parties and revisions or alterations made as are deemed advisable. Agreed upon revisions and alterations must be made in writing approved with signatures of those positions required on the primary Agreement.

This Agreement shall continue in effect unless written notice of desire to change or terminate the Agreement is given by either party to the other by June 1 of the year preceding the one in which termination is to become effective with provisions for safeguarding the program of students currently enrolled in the nursing program.

Upon signature of all parties listed below, this extension becomes effective.

  
\_\_\_\_\_  
Signature Date  
Sheryl Sandahl, PhD, RN  
Dean and Professor, School of Nursing  
The College of St. Scholastica

  
\_\_\_\_\_  
Signature Date  
Sue Kerry  
Vice President, Finance/Chief Financial Officer  
The College of St. Scholastica

  
\_\_\_\_\_  
Signature Date  
William Gronseth  
\_\_\_\_\_  
Printed Name  
Superintendent  
\_\_\_\_\_  
Title  
Duluth Public School System - ISD #709

# WITC ARTICULATION AGREEMENT

## School District of Denfeld (Duluth) 2018-2019

Wisconsin Indianhead Technical College (WITC) and the **School District of Denfeld (Duluth)** hereby enter into an agreement that provides for dual and advanced standing credit (as indicated) for the course(s) listed below.

The purpose of the Dual Credit Articulation Process is to provide an opportunity for high school and technical college staff to confer on the competencies covered in their coursework and offer high school students the possibility to earn college credit. Students who have mastered competencies at the high school level, matching similar competencies in coursework offered at WITC, will be granted advanced standing. Students who have mastered competencies at the high school level, matching exact competencies in coursework offered at WITC, will be granted dual credit.

Representatives from WITC and **Denfeld (Duluth)** High School will evaluate the current agreement on an annual basis to determine whether it should be renewed or modified.

For Dual Credit Agreements, Wisconsin Indianhead Technical College agrees to:

1. Provide competency and performance-based curriculum materials for the course(s) covered by this agreement.
2. Assure quality and currency of the curriculum.
3. Assure course competencies and performance standards are the same in the course taught in the high school as those in the course taught at WITC.
4. Provide instructor in-service and ongoing instructional support for those teaching the dual credit course.

For Dual Credit Agreements, the high school instructor agrees to:

1. Offer WITC course using WITC curriculum and comparable textbooks/equipment.
2. Follow WITC registration and grading policies.
3. Provide data necessary to process WTCS certification.
4. Maintain Wisconsin DPI certification and WTCS certification.
5. Work in cooperation with WITC and instructional areas.

Please refer to page 2 of the WITC Articulation Handbook for a detailed list of high school and mentor responsibilities.

Wisconsin Indianhead Technical College (WITC)

School District of **Denfeld (Duluth)**

\_\_\_\_\_  
Bonny Copenhaver, Ed.D. Date  
Vice-President, Academic Affairs

*Cathryn E. Ebor* 10-29-18  
\_\_\_\_\_  
Superintendent/ CFO Date  
District Administrator

\_\_\_\_\_  
WITC Authorized Representative Date

*Joseph M. Romer* 10/17/18  
\_\_\_\_\_  
High School Principal Date

\_\_\_\_\_  
WITC Authorized Representative Date

# WITC ARTICULATION AGREEMENT

## School District of Denfeld (Duluth) 2018-2019

Condition for all courses listed on this agreement: • Advanced Standing (AS): Grade of B or better (3.0 GPA)  
 • Dual Credit (DC): Grade of C or better (WITC scale)

*Note: When enrolling at WITC, students eligible to receive advanced standing credit must present a copy of their high school transcript for verification of coursework completed.*

High School	HS Teacher	Agreement Type	WITC Course Number	WITC Course Title	# of WITC Credits	High School Course Title
Denfeld (Duluth)	Soland, Stewart	AS	32404380	Automotive Brake Systems	1 of 3	Automotive Basics: Brakes and Engines
Denfeld (Duluth)	Soland, Stewart	AS	32404375	Automotive Fundamentals	2	Automotive Basics: Brakes and Engines
Denfeld (Duluth)	Soland, Stewart	AS	32404379	Suspension & Alignment	1 of 3	Automotive Basics: Transmission and Suspension



### Concurrent Enrollment Program Aid Application and Procedures 2018-19

Pursuant to Minnesota Statutes, section 124D.091, Concurrent Enrollment Program (CEP) Aid, districts are eligible to receive aid if they are offering a concurrent enrollment course according to an agreement under section 124D.09, subdivision 10, from an eligible postsecondary institution as defined in 124D.09, subdivision 3.

*The concurrent enrollment courses offered by the district must be accredited by the National Alliance of Concurrent Enrollment Partnerships (NACEP), in the process of being accredited or shown by clear evidence to be of comparable standard to accredited courses. Please note that technical courses within a recognized career and technical education program of study approved by the commissioner of education and the chancellor of the Minnesota State Colleges and Universities may also be eligible for this aid.*

*If your high school's concurrent enrollment courses are offered in partnership with the postsecondary institutions listed on page 3 of this form, you do not need to complete this application.*

Only high schools that are partnering with *eligible* postsecondary institutions **not** accredited by (NACEP), or in the process of becoming accredited by NACEP, must complete this application in order to receive concurrent enrollment aid. Districts are responsible to submit the application and required documentation to the Minnesota Department of Education.

Please mail or submit a scanned version of the application and documents electronically to: Jacqui McKenzie, Minnesota Department of Education, 1500 Highway 36 West, Roseville, MN 55113 or Jacqui.mckenzie@state.mn.us.

If you have questions on the processing of payments of concurrent enrollment program aid, please contact your business office or Jeanne Krile at the Minnesota Department of Education, 651-582-8637 or Jeanne.krile@state.mn.us.

In order to receive aid, completed application and required documents must be received by October 30 of each year.

Concurrent enrollment partnership school year: 2018-19

Date: 10/1/18 District Name: Duluth Public Schools District Number: 709

High school name and number: Dunfeld High School 1

High School Contact Name: Tonya Somiers High School Contact Email: Tonya.somiers@isd709.org

Eligible Partnering Postsecondary Institution: Fond du Lac Tribal and Community College

Forms completed by: Jean Lancour Title: Executive Assistant

Email address: jean.lancour@isd709.org Telephone number: 218-336-8711

Please indicate the type of high school/postsecondary partnership below.

The courses included in this application are part of a concurrent enrollment program but are offered by a postsecondary institution that has not been accredited by the National Alliance of Concurrent Enrollment Partnerships (NACEP) and is not in the process acquiring NACEP accreditation.

*If this selection reflects the high school/postsecondary partnership, please submit the following required documentation:*

1. A copy of the signed contract between the high school and postsecondary institution that includes a list of all concurrent courses offered.
2. A Signed Statement of Assurances to ensure the comparable quality of these courses.

#### Career and Technical Education

The technical courses included in this application are part of a concurrent enrollment program within a recognized career and technical education program of study approved by the commissioner of education and the chancellor of the Minnesota State Colleges and Universities.

I hereby certify by my signature that I have thoroughly reviewed the enclosed information and have submitted the appropriate documentation required as part of the application process for Concurrent Enrollment Program Aid and that the data contained in the attached report is true, accurate, and timely, for the **2018-19** school year. By my signature below, I certify that information provided accurately describes the status of the concurrent enrollment courses being offered at our school(s).

Superintendent's Signature: [Signature] Date: 10/25/18

Superintendent's Name (typed or printed): William Cronseth

Postsecondary CE Administrator's or Dean's Signature: [Signature] Date: 9/24/18

Administrator's name (typed or printed): Dr. Anna Fellegy

This Statement of Assurance includes statutory requirements under the Postsecondary Enrollment Options Act (Minnesota Statutes, section 124D.09) and Concurrent Enrollment Program (Minnesota Statutes, section 124D.091) and reflects the current quality standards of concurrent enrollment programming as defined by NACEP.

NOTE: This section does not have to be completed for Career and Technical Education Program applications.

The applicant and the partnering postsecondary institution assure the Minnesota Department of Education:

1. The postsecondary institution is an eligible PSEO institution, as defined by Minnesota Statutes, section 124D.09, subdivision 3 (see page 3).
2. The postsecondary institution does not receive reimbursement from the state for this course.
3. The courses are not developmental or remedial or any other course that is not college level.
4. Courses administered that are college/university catalogued courses with the same departmental designations, course descriptions, numbers, titles, and credits.
5. College/university courses administered through concurrent enrollment reflect the pedagogical, theoretical and philosophical orientation of the sponsoring college/university departments.
6. If the course is taught by a high school teacher, the postsecondary faculty participates in site visits or virtual contact throughout the school year.
7. The high school teachers, or postsecondary faculty administering these courses, are approved by the respective college/university departments and meet academic department requirements for teaching the college/university course.
8. The college/university provides new concurrent enrollment instructors with discipline-specific training and orientation regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy and administrative responsibilities and procedures prior to the instructor teaching the course.
9. If the course is taught by a high school teacher, the partnering postsecondary institution provides annual discipline-specific professional development activities and ongoing collegial interaction to address course content, course delivery, assessment, evaluation, and/or research in the development in the field.
10. The partnering postsecondary institution and the high school administrations have procedures in place to address instructor non-compliance with the college/university's expectations for courses offered through the CEP (for example, non-participation in CEP training and/or activities).
11. The college/university officially registers or admits concurrently enrolled students as degree-seeking, non-degree seeking, or non-matriculated students of the college/university and records courses administered on official college/university transcripts.
12. The partnering postsecondary institution ensures its students meet the course prerequisites of the college/university.
13. The partnering postsecondary institution provides students and schools with a comprehensive publication that outlines rights and responsibilities of enrolled college/university students.
14. Concurrent enrollment students are held to the same standards of achievement as those expected of students in on campus sections.
15. The college/university ensures that concurrently enrolled students are held to the same grading standards as those expected of students in on campus sections.
16. Concurrent enrollment students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as students in on campus sections.
17. The concurrent enrollment program conducts end-of-term student university/college course evaluations for each course section offered through by the program.

STATEMENT OF UNDERSTANDING/ASSURANCE VERIFICATION

Furthermore, I hereby certify by my signature below on this form that the concurrent enrollment courses included in this application are comparable in quality and standards to NACEP accredited programs. The District is in compliance for the 2018-19 school year (July 1– June 30) with each of the statutory provisions and/or requirements for school districts identified as relevant to concurrent enrollment under the Minnesota Department of Education.

Superintendent's Signature: William Gronseth Date: 10/25/18

Superintendent's Name (typed or printed): William Gronseth

Postsecondary CE Administrator's or Dean's Signature: Dr. Anna Fellego Date: 9/24/18

Administrator's name (typed or printed): Dr. Anna Fellego

**Minnesota Statutes, section 124D.09 Postsecondary Enrollment Options Act****Subdivision 3. Definitions.**

(a) "**Eligible institution**" means a Minnesota public postsecondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by the North Central Association of Colleges and Schools, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.

*Minnesota Statutes 2016, section 124D.09, subdivision 3, is amended to include:*

(c) "**Concurrent enrollment**" means nonsectarian courses in which an eligible pupil under subdivision 5 or 5b enrolls to earn both secondary and postsecondary credits, are taught by a secondary teacher or a postsecondary faculty member, and are offered at a high school for which the district is eligible to receive concurrent enrollment program aid under section 124D.091.

**124D.091 Concurrent Enrollment Program Aid**

**Subdivision 1. Accreditation.** To establish a uniform standard by which concurrent enrollment courses and professional development activities may be measured, postsecondary institutions must adopt and implement the National Alliance of Concurrent Enrollment Partnership's program standards and required evidence for accreditation by the 2020-2021 school year and later.

**Subdivision 2. Eligibility.** A district that offers a concurrent enrollment course according to an agreement under section 124D.09, subdivision 10, is eligible to receive aid for the costs of providing postsecondary courses at the high school. Beginning in fiscal year 2011, districts only are eligible for aid if the college or university concurrent enrollment courses offered by the district are accredited by the National Alliance of Concurrent Enrollment Partnership, in the process of being accredited, or are shown by clear evidence to be of comparable standard to accredited courses, or are technical courses within a recognized career and technical education program of study approved by the commissioner of education and the chancellor of the Minnesota State Colleges and Universities.

**Subdivision 3. Aid.** An eligible district shall receive \$150 per pupil enrolled in a concurrent enrollment course. The money must be used to defray the cost of delivering the course at the high school. The commissioner shall establish application procedures and deadlines for receipt of aid payments.

**NACEP Accredited Postsecondary Institutions Minnesota 2018-19****NACEP Accredited Postsecondary Institutions:**

- Alexandria Technical and Community College
- Central Lakes Community College
- Inver Hills Community College
- Mesabi Range Community and Technical College
- Minnesota State College – Southeast Technical
- Minnesota State Community and Technical College (MN)
- Minnesota State University – Mankato
- Minnesota West Community and Technical College (MN)
- Northland Community and Technical College
- Ridgewater College
- Southwest Minnesota State University
- St. Cloud State University
- University of Minnesota – Crookston
- University of Minnesota – Duluth
- University of Minnesota – Twin Cities

**In process of Accreditation:**

- Anoka-Ramsey Community College
- Lake Superior College
- Normandale Community College
- North Hennepin Community College
- Riverland Community College
- Rochester Community and Technical College



Due: October 30, 2018

### Concurrent Enrollment Program Aid Application and Procedures 2018-19

Pursuant to Minnesota Statutes, section 124D.091, Concurrent Enrollment Program (CEP) Aid, districts are eligible to receive aid if they are offering a concurrent enrollment course according to an agreement under section 124D.09, subdivision 10, from an eligible postsecondary institution as defined in 124D.09, subdivision 3.

*The concurrent enrollment courses offered by the district must be accredited by the National Alliance of Concurrent Enrollment Partnerships (NACEP), in the process of being accredited or shown by clear evidence to be of comparable standard to accredited courses. Please note that technical courses within a recognized career and technical education program of study approved by the commissioner of education and the chancellor of the Minnesota State Colleges and Universities may also be eligible for this aid.*

*If your high school's concurrent enrollment courses are offered in partnership with the postsecondary institutions listed on page 3 of this form, you do not need to complete this application.*

Only high schools that are partnering with eligible postsecondary institutions **not** accredited by (NACEP), or in the process of becoming accredited by NACEP, must complete this application in order to receive concurrent enrollment aid. Districts are responsible to submit the application and required documentation to the Minnesota Department of Education.

Please mail or submit a scanned version of the application and documents electronically to: [Jacqui McKenzie](mailto:Jacqui.McKenzie@state.mn.us), Minnesota Department of Education, 1500 Highway 36 West, Roseville, MN 55113 or [Jacqui.McKenzie@state.mn.us](mailto:Jacqui.McKenzie@state.mn.us).

If you have questions on the processing of payments of concurrent enrollment program aid, please contact your business office or [Jeanne Krife](mailto:Jeanne.Krife@state.mn.us) at the Minnesota Department of Education, 651-582-8637 or [Jeanne.Krife@state.mn.us](mailto:Jeanne.Krife@state.mn.us).

In order to receive aid, completed application and required documents must be received by October 30 of each year.

Concurrent enrollment partnership school year: 2018-19

Date: 10/1/18 District Name: Duluth Public Schools District Number: 709

High school name and number: East High School 1

High School Contact Name: Danette Seboe High School Contact Email: Danette.Seboe@isd709.org

Eligible Partnering Postsecondary Institution: Fond du Lac Tribal and Community College

Forms completed by: Jean Laroque Title: Executive Asst

Email address: jean.laroque@isd709.org Telephone number: 218-336-8711

Please indicate the type of high school/postsecondary partnership below.

The courses included in this application are part of a concurrent enrollment program but are offered by a postsecondary institution that has not been accredited by the National Alliance of Concurrent Enrollment Partnerships (NACEP) and is not in the process acquiring NACEP accreditation.

*If this selection reflects the high school/postsecondary partnership, please submit the following required documentation:*

1. A copy of the signed contract between the high school and postsecondary institution that includes a list of all concurrent courses offered.
2. A Signed Statement of Assurances to ensure the comparable quality of these courses.

#### Career and Technical Education

The technical courses included in this application are part of a concurrent enrollment program within a recognized career and technical education program of study approved by the commissioner of education and the chancellor of the Minnesota State Colleges and Universities.

I hereby certify by my signature that I have thoroughly reviewed the enclosed information and have submitted the appropriate documentation required as part of the application process for Concurrent Enrollment Program Aid and that the data contained in the attached report is true, accurate, and timely, for the 2018-19 school year. By my signature below, I certify that information provided accurately describes the status of the concurrent enrollment courses being offered at our school(s).

Superintendent's Signature: William Gramseth Date: 10/2/18

Superintendent's Name (typed or printed): William Gramseth

Postsecondary CE Administrator's or Dean's Signature: Anna Felleg Date: 9/21/18

Administrator's name (typed or printed): Dr. Anna Felleg

This Statement of Assurance includes statutory requirements under the Postsecondary Enrollment Options Act (Minnesota Statutes, section 124D.09) and Concurrent Enrollment Program (Minnesota Statutes, section 124D.091) and reflects the current quality standards of concurrent enrollment programming as defined by NACEP.

NOTE: This section does not have to be completed for Career and Technical Education Program applications.

The applicant and the partnering postsecondary institution assure the Minnesota Department of Education:

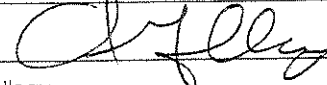
1. The postsecondary institution is an eligible PSEO institution, as defined by Minnesota Statutes, section 124D.09, subdivision 3 (see page 3).
2. The postsecondary institution does not receive reimbursement from the state for this course.
3. The courses are not developmental or remedial or any other course that is not college level.
4. Courses administered that are college/university catalogued courses with the same departmental designations, course descriptions, numbers, titles, and credits.
5. College/university courses administered through concurrent enrollment reflect the pedagogical, theoretical and philosophical orientation of the sponsoring college/university departments.
6. If the course is taught by a high school teacher, the postsecondary faculty participates in site visits or virtual contact throughout the school year.
7. The high school teachers, or postsecondary faculty administering these courses, are approved by the respective college/university departments and meet academic department requirements for teaching the college/university course.
8. The college/university provides new concurrent enrollment instructors with discipline-specific training and orientation regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy and administrative responsibilities and procedures prior to the instructor teaching the course.
9. If the course is taught by a high school teacher, the partnering postsecondary institution provides annual discipline-specific professional development activities and ongoing collegial interaction to address course content, course delivery, assessment, evaluation, and/or research in the development in the field.
10. The partnering postsecondary institution and the high school administrations have procedures in place to address instructor non-compliance with the college/university's expectations for courses offered through the CEP (for example, non-participation in CEP training and/or activities).
11. The college/university officially registers or admits concurrently enrolled students as degree-seeking, non-degree seeking, or non-matriculated students of the college/university and records courses administered on official college/university transcripts.
12. The partnering postsecondary institution ensures its students meet the course prerequisites of the college/university.
13. The partnering postsecondary institution provides students and schools with a comprehensive publication that outlines rights and responsibilities of enrolled college/university students.
14. Concurrent enrollment students are held to the same standards of achievement as those expected of students in on campus sections.
15. The college/university ensures that concurrently enrolled students are held to the same grading standards as those expected of students in on campus sections.
16. Concurrent enrollment students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as students in on campus sections.
17. The concurrent enrollment program conducts end-of-term student university/college course evaluations for each course section offered through by the program.

STATEMENT OF UNDERSTANDING/ASSURANCE VERIFICATION

Furthermore, I hereby certify by my signature below on this form that the concurrent enrollment courses included in this application are comparable in quality and standards to NACEP accredited programs. The District is in compliance for the 2018-19 school year (July 1- June 30) with each of the statutory provisions and/or requirements for school districts identified as relevant to concurrent enrollment under the Minnesota Department of Education.

Superintendent's Signature:  Date: 10/25/18

Superintendent's Name (typed or printed): William Gronseth

Postsecondary CE Administrator's or Dean's Signature:  Date: 9/24/18

Administrator's name (typed or printed): Dr. Anna Fellegly

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE HILLS YOUTH & FAMILY SERVICES AND DULUTH SCHOOL DISTRICT, ISD #709**

**I. BACKGROUND AND INTENT**

This Memorandum of Understanding is between The Hills Youth and Family Services, a non-profit corporation, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between The Hills Youth and Family Services and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to provide a quality, comprehensive education to each student by further enhancing the mental health services available on site at its schools:

WHEREAS, The Hills Youth and Family Services, desires to extend therapeutic support to Duluth school buildings by mental health professionals for purpose of supporting students that are transitioning out of day treatment or residential placements and into Duluth Public Schools.

Therefore, The Hills Youth and Family Services and the Duluth School District agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

**II. ROLES AND RESPONSIBILITIES**

**Roles of The Hills Youth and Family Services and Duluth School District**

It is understood that The Hills Youth and Family Services and Duluth School District staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties to communicate any cause or concern pertaining to any and all items that affect the overall success of the Memorandum of Understanding in a timely manner. By entering into this Memorandum of Understanding each party understands their separate and distinct responsibilities.

**Role of The Hills Youth and Family Services**

Students served by The Hills Youth and Family Services are clients of this organization and are subject to the same rights and responsibilities as clients served in The Hills Youth and Family Services day treatment and residential settings.

The Hills Youth and Family Services will;

1. Meet with Duluth schools administration staff to plan a system of mental health service delivery.
2. Locate therapist(s)/mental health professional(s) at Duluth Schools to provide transitional support and mental health support for students/clients that are transitioning out of day treatment or residential placements and returning to public school. Transitional support for each student/client is time limited and can last up to 1 year upon the students/clients return to public school.
3. Employ and be responsible for its mental health professionals placed at Duluth Public Schools.
4. Maintain appropriate professional liability insurance.
5. Share student/client information with school staff as needed and with the consent of the student/responsible parent.
6. Obtain parental permission to provide mental health services.
7. Maintain and own mental health records of students served.

8. Obtain insurance and other information necessary to appropriately bill parents and/or 3<sup>rd</sup> party payers for services delivered. Duluth Public School district shall not be responsible for the cost of services delivered by The Hills Youth and Family Services.
9. Meet periodically with school administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

### Role of Duluth School District

1. Meet with The Hills Youth and Family Services administration staff to plan a system of mental health service delivery.
2. Inform school staff (Principals) of services available and work with The Hills Youth and Family Services staff to develop a system to identify and refer students that may be in need of mental health services.
3. Meet periodically with The Hills Youth and Family Services administration or therapists to review the working relationship in order to address any concerns and promote an active partnership.

### III. GENERAL TERMS

**Terms.** This Memorandum of Understanding will begin effective the date of 11-1-18 and will remain in effect unless either party provides written notice of non-renewal three months before the annual termination date. Otherwise, this agreement may be terminated in accordance with the section on Termination below.

**Termination.** Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

**Confidentiality.** The Hills Youth and Family Services and Duluth School District agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. The Hills Youth and Family Services and Duluth School District agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment.

Signed: \_\_\_\_\_

*Dawn Peterson, MSW, LICSW*  
Dawn Peterson, MSW, LICSW  
Director of Behavioral Health Services, The Hills Youth and Family Services

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

*10/2/18*

Signed: \_\_\_\_\_

*William Gronseth*  
William Gronseth, Superintendent

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

*10/5/18*

**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**WINONA STATE UNIVERSITY**

**AND**

**DULUTH PUBLIC SCHOOL DISTRICT**

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of WINONA STATE UNIVERSITY (hereinafter "College/University"), and Duluth Public Schools, 215 N. 1st Avenue East, Duluth, MN 55802 (hereinafter "Facility").

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

**WITNESSETH THAT:**

WHEREAS, the College/University has established a Baccalaureate Program in Education for qualified students preparing for and/or engaged in education careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable facilities for the educational needs of the education programs(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified education personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish learning experience for students of education enrolled at the College/University;

NOW, THEREFORE, it is mutually agreed by and between the College/University and the Facility:

**I. COLLEGE/UNIVERSITY RESPONSIBILITIES**

- A. The College/University will place qualified students enrolled in its Education program for participation in a student teaching or field experience at Facility.
- B. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for the learning experience instructors as deemed necessary by the College/University and the Facility.
- C. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the learning experience program at the Facility.
- D. The College/University will inform its faculty and the students who are participating in the learning experience program that they are encouraged to carry their own health insurance.
- E. The College/University agrees and represents that it will require all students to have completed a background study in accordance with Minnesota Statute 123B.03 as a pre-condition to participation in the clinical experience. College/University will not assign a student to the Facility if his/her background study documents demonstrate ineligibility to have direct contact with Facility's students under applicable law or regulations. If requested, College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

**II. FACILITY RESPONSIBILITIES**

- A. Facility agrees to provide qualified WSU students enrolled in the Education program student teaching or field experiences during the academic year so long as the Facility has qualified teachers willing to supervise the WSU students during this experience.
- B. The Facility is responsible for the safety and quality of education (if applicable) provided to its students by the WSU students who are participating in the learning experience at the Facility.
- C. The Facility will inform the College/University of its policies and regulations.
- D. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the learning experience.
- E. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which

discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

- F. The Facility may unilaterally suspend or terminate a student teacher's participation in the program at the site for any reason. The Facility's liaison will consult with the University before suspending the student teacher's participation, except where consultation is not reasonable possible under the circumstances.

### **III. FINANCIAL CONSIDERATION**

During the term of this agreement, if the student placement is for the purpose of student teaching, the College/University shall pay the Facility at a rate not less than \$10.50 per semester hour per student for each student placed with Facility.

If a student is placed at the Facility for the purpose of a field experience, each party shall bear their own expenses associated with the student placement.

### **IV. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE**

- A. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University.
- B. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.

### **V. LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

### **VI. TERM OF AGREEMENT**

This Agreement is effective on the later of July 1, 2018 or when fully executed, and shall remain in effect until July 31, 2024. This Agreement may be terminated by either party at any time upon 60 days' written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the learning experience program.

### **VII. AMENDMENTS**

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

**VIII. ASSIGNMENT**

Neither the College/University or the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

**IX. STATE AUDIT**

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

**X. VOTER REGISTRATION (When Applicable)**

The Facility shall provide nonpartisan voter registration services and assistance, using forms provided by the College/University, to employees of the Facility and the public as required by Minnesota Statutes Chapter 201.162.

**XI. AMERICANS WITH DISABILITIES ACTS (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The College/University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

**XII. GOVERNMENT DATA PRACTICES ACT**

The Facility and College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.

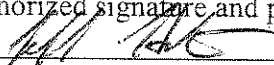
In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the College/University. The College/University will give the Facility instructions concerning the release of the data to the requesting party before the data is released.

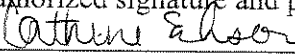
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

**1. FACILITY:**

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

By (authorized signature and printed name)	 JEFF Horton
Title	Asst- Superintendent
Date	10/29/18

By (authorized signature and printed name)	 Catherine Erickson
Title	Catherine Erickson, CFO
Date	10-29-18

**2. COLLEGE/UNIVERSITY:**

By (authorized signature and printed name)	Tarrell Portman
Title	Dean of College of Education
Date	

By (authorized signature and printed name)	Patricia Rogers
Title	Provost, Academic Affairs
Date	

**3. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)	
Title	
Date	

**Facilities Management – Maintenance and Operations - General**

- In the past month the Facilities maintenance crews have completed 276 work orders, and are currently working on 610 open work orders.
- Facilities maintenance trade crews are currently scheduled at Lincoln Park Middle School.
- The Hartley land sale to the City of Duluth is completed.
- The Rockridge lease with “The Hills” is moving forward and should be completed shortly.
- An 89 year old clay sewer pipe at Congdon has failed; measures will be taken to repair ASAP.
- Working with HR to review and update position descriptions.

**Capital Construction:**

- The FY19 HOCHS audit will begin shortly.
- The FY20 PSS Track replacement project will begin shortly, with the first task of evaluating existing site conditions to determine if sub-grade soils can be re-used.

**Building Operations**

- Operations has filled a maintenance custodian position at Rockridge Academy with an external hire.
- Operations is looking forward to the posting and filling of engineer vacancies at Lowell, Myers Wilkins and Congdon Park Elementary School.

**Health, Safety & Environmental Management**

Environmental/Health/Safety

- Lincoln Park fire inspection discrepancies were corrected; annual inspection scheduled to be completed soon.
- Annual fire sprinkler inspections and fire alarm inspections are in progress district-wide.
- Over 4,600 pounds of electronics waste was recycled.
- East kitchen was investigated for a sewer gas odor. There was a leaking gasket around the grease trap and a negative pressure in kitchen was pulling gasses into the dish room. The grease trap was resealed.
- East basketball hoop safety straps were fixed or replaced. Straps have a “seatbelt” type stop so if the cable or motor were to fail the hoops wouldn’t fall.
- Slip and fall audits are continuing throughout the schools with the assistance of Marsh & McLennan Companies.
- Scheduled the collection of asbestos samples for the gym floor at Rockridge to ensure the tile or adhesive doesn’t contain asbestos.

Emergency Response Crisis Management

- Safety team met several times to prepare ALICE training materials for certified staff training.
- ALICE training was held for certified staff at all the schools. This included a review of an ALICE power point and hands on scenario training. The hands on training compared current lockdown procedures to enhanced lockdown procedures. This included practicing barricade, counter, and evacuation options.

Workers’ Compensation Activities

- OSHA Recordables for the month: 0
- First report of injuries: 27

October 30, 2018

William Gronseth  
Superintendent of Schools

David J. Spooner, C.P.E.  
Manger of Facilities

Duluth Public Schools  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802

RE: Marketing Update  
800 E Central Entrance "Central High School Property"  
"Hartley Lots"

#### **Hartley Residential Lots**

- All marketing in place and active.
- No new updates or inquiries.
- Signage is recommended but some brush clearing and lot line locations are needed.

#### **800 E. Central Entrance "Central High School Property"**

- October 24<sup>th</sup> showing to a party of interest.
- Three additional inquiries this month.

The Central site continues to generate inquiries from various Developers, Brokers and Investors as expected.

Please do not hesitate to reach out with any questions.

Respectfully,

Greg Follmer  
Broker

Discretionary Compensatory Fund Usage							
Site	Discretionary Dollars Allocated	Uses					
		FTE Bud	FTE Assgn	Description	Std Cost	Non-Labor Budget	Non-Labor Spent
Denfeld	\$ 514,708.00	2.80	2.30	Teacher/Interventionists	268,800.00		
			0.35	Parent involvement coord	17,500.00		
		0.21	0.21	Dean to Asst Principal	20,749.00		
			1.00	School Counselor	96,000.00		
		0.40		BARR Coordinator	38,400.00		
		0.10		Supervisory Para	5,500.00		
				Career Center		6,600.00	0.00
				School/Family Events		5,300.00	2,829.28
				Materials or Unallocated		55,859.00	3,953.86
East	85,740.00	0.80	0.40	Teacher/Interventionists	76,800.00		
				Staff Development		8,574.00	0.00
				Materials or Unallocated		366.00	0.00
Lincoln Park	601,100.00	4.65	3.75	Teacher/Interventionists	446,400.00		
		1.00	1.00	School Counselor	96,000.00		
				Leadership stipends	24,000.00		
				WIN Curriculum		2,000.00	2,000.00
				Materials or Unallocated		32,700.00	2,989.46
Ordean East	95,701.00	0.80		Teacher/Interventionists	76,800.00		
		0.10		Social worker	9,600.00		
				Staff Development		9,301.00	0.00
Congdon	57,773.00	0.40		Teacher/Interventionists	38,400.00		
				Stipends/Subs	1,755.00		
				Monitor support	1,933.00		
				Curriculum		3,800.00	0.00
				Staff Development		8,885.00	1,100.00
				Transportation		3,000.00	0.00
Homecroft	37,162.00	0.35	0.35	Teacher/Interventionists	33,600.00		
				Materials or Unallocated		3,562.00	0.00
Lakewood	42,065.00	0.43	0.43	Teacher/Interventionists	41,280.00		
				Materials or Unallocated		785.00	0.00
Lester Park	28,848.00	0.20	0.20	Social/Emotional Teacher	19,200.00		
				Materials or Unallocated		9,648.00	0.00
Lowell	172,131.00	1.80	1.28	Teacher/Interventionists	171,631.00		
				Materials or Unallocated		500.00	0.00

Discretionary Compensatory Fund Usage							
Site	Discretionary Dollars Allocated	Uses					
		FTE Bud	FTE Assgn	Description	Std Cost	Non-Labor Budget	Non-Labor Spent
L. MacArthur	639,334.00	2.90		Teacher/Interventionists	278,400.00		
		0.50	0.50	EBD Teacher	48,000.00		
		1.00		Dean	96,000.00		
		1.00		Social Worker	96,000.00		
			0.25	Clerical	14,250.00		
				Mastery Connect		4,000.00	
				LLI Material		25,000.00	26,860.40
				Staff Development		77,184.00	669.43
				Materials or Unallocated		500.00	99.98
Myers-Wilkins	739,670.00	2.25	2.25	Teacher/Interventionists	216,000.00		
		0.50	0.50	SPED Resource Tchr	48,000.00		
		1.00	1.00	Dean	96,000.00		
		1.00	1.00	Social Worker			
		1.00	1.00	Paraprofessional	58,000.00		
				Community Sch Coord		63,000.00	14,488.12
				Staff Development		74,000.00	
				Materials or Unallocated		88,670.00	1,052.17
Piedmont	537,886.00	4.00	2.00	Teacher/Interventionists	384,000.00		
			0.125	Monitor	3,245.00		
			1.00	Social Worker	96,000.00		
				Classroom Materials		20,464.00	5,440.04
				Materials or Unallocated		34,186.00	353.50
Stowe	338,976.00	3.00	3.475	Teacher/Interventionists	288,000.00		
				Subs/Stipends	26,000.00		
				Elem Club Supplies		3,000.00	0.00
				Materials or Unallocated		21,975.00	0.00