

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Monday, February 24, 2020

UnitedHealth Group Building

4316 Rice Lake Road

Suite 108

Duluth, MN 55811

6:30 PM

1. **Guest Presentations for this Meeting - None**
2. **Financial Report - Consent Agenda**
 - A. Financial Report 4
 - B. Approval of Payment of Claims - Attached as an "extra"
 - 1) Vendor Payments Report
 - 2) Student Activity Expenditures Report
 - C. Budget Revisions 14
 - D. Wire Transfers 16
 - E. Investment Transactions 17
 - F. APU Projections 18
 - G. Fundraisers 20
 - H. Finance Education
 - 1) General Education Revenue 21
3. **Bids, R.F.P.s and Quotes Reports - Consent Agenda**
 - A. Bids
 - 1) Bid-1277 MAN and ISP Services 22
Bids for Metropolitan Area Network (MAN) communications and Internet Service Provider (ISP) were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding. A contract length of five (5) years was requested. Response was received from one (1) vendor.

Recommendation: It is recommended that the Duluth School Board accept this bid from Charter Communications in the approximate amount of \$1,149,600.00 for the five year term.
 - B. RFPs - None
 - C. Quotes - None
4. **Policies and Regulations - Consent Agenda**
 - A. Revised 213 - School Board Committees Bylaw - second reading 23
Attached is Policy 213 - School Board Committees Bylaw for revision - second reading.

Recommendation: It is recommended that the Duluth School Board approve the revisions to Policy 213 - School Board Committees Bylaw - second reading.

5. Contracts, Change Orders, and Leases - Consent Agenda

A. Contracts

1) Sourcewell Project Procurement/Gordian ezIQC for HOCHS Fire Alarm Upgrade Project

This agreement with Kraus-Anderson Construction Company is for installation of a new code compliant fire detection system. The current system has been cited by the Duluth Fire Marshall as non-compliant due to age and inability to purchase repair components. These construction services are procured through Gordian ezIQC, Sourcewell contract MN021R-042517-KRU. The contract sum for this work as defined in the attached Sourcewell Gordian ezIQC agreement is \$286,615.23.

Recommendation: It is recommended that the Duluth School Board enter into this agreement for the contract sum of \$286,615.23.

2) PLACEHOLDER - Other Contracts

B. Change Orders - None

C. Leases - None

1) PLACEHOLDER - Other Leases

6. Resolutions - Consent Agenda

A. B-2-20-3716 - Acceptance of Donations

Recommendation: It is recommended that the Duluth School Board approve Resolution 2-20-3176.

B. B-2-20-3717 - Authorized Bank Account Signer

Recommendation: It is recommended that the Duluth School Board approve Resolution 2-20-3717.

C. B-2-20-3718- Revise General Fund Revenue Budget

Recommendation: It is recommended that the Duluth School Board approve Resolution 2-20-3718.

D. B-2-20-3719- School Board Committees

Recommendation: It is recommended that the Duluth School Board approve Resolution 2-20-3719.

E. PLACEHOLDER - Other Resolutions

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

A. Expenditure Contracts

29

The Superintendent or CFO/Executive Director of Business Services has signed these contracts during the month of January 2020.

B. Extension or Renewal Contracts - None

C. No Cost Contracts

60

The Superintendent or CFO/Executive Director of Business Services has signed these contracts during the month of January 2020.

D. <u>Revenue Contracts</u>	<u>83</u>
The Superintendent or CFO/Executive Director of Business Services has signed these contracts during the month of January 2020.	
E. <u>Property Sale Updates</u>	<u>125</u>
F. <u>Facilities Management & Capital Project Status Report</u>	<u>127</u>
G. <u>Change Orders Signed</u> - None	
H. <u>Budget Process Update</u>	<u>129</u>
I. <u>Boundary Study Recommendations</u>	<u>130</u>

**Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 12/31/19**

		Total	General Fund 1	Food Service 2	Transportation 3	Community Education 4	Operating Capital 5	Construction 6	Debt Service 7	Trust & Agency 8 & 9	Dental 20	Student Activities 71 & 79
Cash and investments	11/30/2019	\$ 30,797,079	\$ 2,463,919	\$ 1,084,861	\$ (3,315,586)	\$ 1,831,649	\$ 3,699,240	\$ 157,277	\$ 22,560,721	\$ 628,112	\$ 505,550	\$ 1,181,338
Receivables (increase)/decrease -		3,761,898	1,800,165	490	1,213	1,161,856	-	-	-	797,529	646	-
Payables increase/(decrease) -		(542,835)	(690,807)	38,165	58,644	11,701	39,416	-	-	-	45	-
Revenues increase/(decrease) -		8,671,143	8,350,512	173,717	377,770	(761,348)	120,614	160	332,654	643	76,421	-
Expenditures (increase)/decrease -		(10,133,677)	(7,511,745)	(411,072)	(834,766)	(602,247)	(497,736)	-	(900)	(250,000)	(25,212)	-
Cash and investments	12/31/2019	\$ 32,553,609	\$ 4,412,043	\$ 886,161	\$ (3,712,725)	\$ 1,641,611	\$ 3,361,533	\$ 157,438	\$ 22,892,475	\$ 1,176,284	\$ 557,451	\$ 1,181,338

		General Fund Dec-19			Percent of year	50.00%
		FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
Revenues						
Levy	\$	8,569,388	\$ 18,094,028	\$ 18,094,028	\$ 9,524,640	53%
State aids		32,490,015	69,862,620	70,247,716	37,757,701	54%
Special ED (fin 740)		2,161,845	13,955,922	13,955,922	11,794,077	85%
Federal		1,216,175	5,812,924	7,029,021	5,812,846	83%
Other		60,551	-	141,122	80,571	57%
Other Local		1,357,954	3,267,468	3,853,058	2,495,104	65%
Student Activities		300,021	1,419,021	1,419,021	1,119,000	79%
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Total Revenue	\$	46,155,949	\$ 112,411,983	\$ 114,739,888	\$ 68,583,939	60%
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Expenditures						
010-050 Administration	\$	2,233,725	\$ 5,430,487	\$ 5,445,833	\$ 3,212,108	59%
105-110 District Support Services		3,470,064	5,522,790	5,569,885	2,099,821	38%
200-298 Elem & Secondary Reg		15,831,388	44,450,886	44,767,415	28,936,027	65%
300-380 Vocational Education		545,570	1,656,336	1,656,336	1,110,766	67%
400-422 Special Education		9,344,711	24,295,216	25,311,750	15,967,039	63%
505-590 Community Education						
605-640 Instructional Support		1,542,957	4,392,611	4,466,135	2,923,178	65%
710-770 Pupil Support		4,027,828	7,950,242	8,365,104	4,337,276	52%
805-865 Sites and Buildings		4,945,604	13,434,269	14,235,715	9,290,111	65%
910-940 Fiscal & Other Fixed		715,420	3,363,554	3,363,554	2,648,134	79%
Student Activities		155,567	1,419,021	1,419,021	1,263,454	89%
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Total Expenditures	\$	42,812,834	\$ 111,915,412	\$ 114,600,748	\$ 71,787,914	63%
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Excess Rev Over (Under)	\$	3,343,115	\$ 496,571	\$ 139,140	\$ (3,203,975)	

		Percent of year			50.00%
		General Fund Unrestricted			
		Dec-19			
	FY20	FY 20 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
Revenues					
Levy	\$ 6,617,740	\$ 13,865,066	\$ 13,865,066	\$ 7,247,326	52%
State aids	32,294,995	59,677,472	59,962,772	27,667,777	46%
Special ED (fin 740)	2,161,845	13,955,922	13,955,922	11,794,077	85%
Federal	-	-	-	-	
Other	60,551	-	141,122	80,571	57%
Other Local	863,358	2,430,255	2,432,155	1,568,797	65%
Student Activities	300,021	1,419,021	1,419,021	1,119,000	79%
Total Revenue	\$ 42,298,510	\$ 91,347,736	\$ 91,776,058	\$ 49,477,548	54%
Expenditures					
010-050 Administration	\$ 2,228,379	\$ 5,430,487	\$ 5,430,487	\$ 3,202,108	59%
105-110 District Support Services	3,336,682	5,382,790	5,382,790	2,046,108	38%
200-298 Elem & Secondary Reg	12,367,217	32,574,725	32,655,791	20,288,574	62%
300-380 Vocational Education	515,734	1,504,853	1,504,853	989,119	66%
400-422 Special Education	7,772,294	21,355,799	21,358,068	13,585,774	64%
505-590 Community Education					
605-640 Instructional Support	719,644	1,905,429	1,907,329	1,187,685	62%
710-770 Pupil Support	3,822,791	7,950,242	8,290,205	4,467,414	54%
805-865 Sites and Buildings	3,203,120	9,722,794	9,983,483	6,780,363	68%
910-940 Fiscal & Other Fixed	715,420	3,363,554	3,363,554	2,648,134	79%
Student Activities	155,567	1,419,021	1,419,021	1,263,454	89%
Total Expenditures	\$ 34,836,848	\$ 90,609,694	\$ 91,295,581	\$ 56,458,733	62%
Excess Rev Over (Under)	\$ 7,461,662	\$ 738,042	\$ 480,477	\$ (6,981,185)	

Percent of year **50.00%**

**General Fund Restricted
Dec-19**

	FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ 1,951,648	\$ 4,228,962	\$ 4,228,962	\$ 2,277,314	54%
State aids	195,020	10,185,148	10,284,944	10,089,924	98%
Special ED (fin 740)	-	-	-	-	
Federal	1,216,175	5,812,924	7,029,021	5,812,846	83%
Other	-	-	-	-	
Other Local	494,596	837,213	1,420,903	926,307	65%
Student Activities	-	-	-	-	
Total Revenue	\$ 3,857,439	\$ 21,064,247	\$ 22,963,830	\$ 19,106,391	83%
Expenditures					
010-050 Administration	\$ 5,346	\$ -	\$ 15,346	\$ 10,000	65%
105-110 District Support Services	133,382	140,000	187,095	53,713	29%
200-298 Elem & Secondary Reg	3,464,171	11,876,161	12,111,624	8,647,453	71%
300-380 Vocational Education	29,836	151,483	151,483	121,647	80%
400-422 Special Education	1,572,417	2,939,417	3,953,682	2,381,265	60%
505-590 Community Education					
605-640 Instructional Support	823,313	2,487,182	2,558,806	1,735,493	68%
710-770 Pupil Support	205,037	-	74,899	(130,138)	-174%
805-865 Sites and Buildings	1,742,484	3,711,475	4,252,232	2,509,748	59%
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 7,975,986	\$ 21,305,718	\$ 23,305,167	\$ 15,329,181	66%
Excess Rev Over (Under)	\$ (4,118,547)	\$ (241,471)	\$ (341,337)	\$ 3,777,210	

Percent of year **50.00%**

**Food Service Fund
Dec-19**

	FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	57,841	232,000	232,000	174,159	75%
Special ED (fin 740)	-	-	-	-	
Federal	605,859	2,674,000	2,679,770	2,073,911	77%
Other	592,541	8,000	1,400,800	808,259	58%
Other Local	10,934		12,500	1,566	13%
Student Activities	-	-	-	-	
Total Revenue	\$ 1,267,175	\$ 2,914,000	\$ 4,325,070	\$ 3,057,895	71%
Expenditures					
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	1,588,275	4,315,142	4,325,412	2,737,137	63%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 1,588,275	\$ 4,315,142	\$ 4,325,412	\$ 2,737,137	63%
Excess Rev Over (Under)	\$ (321,100)	\$ (1,401,142)	\$ (342)	\$ 320,758	

Percent of year **50.00%**

**Community Service Fund
Dec-19**

	FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ 227,608	\$ 967,904	\$ 967,904	\$ 740,296	76%
State aids	1,038,940	2,554,075	2,554,075	1,515,135	59%
Special ED (fin 740)	-	-	-	-	
Federal	215,630	2,048,958	2,056,528	1,840,898	90%
Other	-	-	-	-	
Other Local	1,082,561	1,992,063	2,002,063	919,502	46%
Student Activities	-	-	-	-	
Total Revenue	\$ 2,564,739	\$ 7,563,000	\$ 7,580,570	\$ 5,015,831	66%
Expenditures					
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	2,987,426	7,789,371	7,806,941	4,819,515	62%
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities					
Total Expenditures	\$ 2,987,426	\$ 7,789,371	\$ 7,806,941	\$ 4,819,515	62%
Excess Rev Over (Under)	\$ (422,687)	\$ (226,371)	\$ (226,371)	\$ 196,316	

Percent of year

50.00%

**Capital Projects Fund
Dec-19**

	FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	-	-	-	-	
Other Local	977	-	-	(977)	
Student Activities	-	-	-	-	
Total Revenue	\$ 977	\$ -	\$ -	\$ (977)	
Expenditures					
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	7,599	-	122,631	115,032	94%
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 7,599	\$ -	\$ 122,631	\$ 115,032	94%
Excess Rev Over (Under)	\$ (6,622)	\$ -	\$ (122,631)	\$ (116,009)	

Percent of year **50.00%**

**Debt Service Fund
Dec-19**

	FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ 10,254,352	\$ 19,509,440	\$ 19,509,440	\$ 9,255,088	47%
State aids	1,995,985	2,194,363	2,194,363	198,378	9%
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	457	10,000	10,000	9,543	95%
Student Activities	-	-	-	-	
Total Revenue	\$ 12,250,794	\$ 21,713,803	\$ 21,713,803	\$ 9,463,009	44%
Expenditures					
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	2,305,525	20,744,824	20,744,824	18,439,299	89%
Total Expenditures	\$ 2,305,525	\$ 20,744,824	\$ 20,744,824	\$ 18,439,299	89%
Excess Rev Over (Under)	\$ 9,945,269	\$ 968,979	\$ 968,979	\$ (8,976,290)	

		Trust Fund Dec-19			Percent of year	50.00%
		FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
Revenues						
Levy	\$	-	\$ -	\$ -	\$ -	
State aids		-	-	-	-	
Special ED (fin 740)		-	-	-	-	
Federal		-	-	-	-	
Other		-	-	-	-	
Other Local		4,210	252,950	252,950	248,740	98%
Student Activities		-	-	-	-	
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Total Revenue	\$	4,210	\$ 252,950	\$ 252,950	\$ 248,740	98%
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Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		250,000	250,000	250,000	-	0%
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		-	-	-	-	
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Total Expenditures	\$	250,000	\$ 250,000	\$ 250,000	\$ -	0%
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Excess Rev Over (Under)	\$	(245,790)	\$ 2,950	\$ 2,950	\$ 248,740	

Percent of year **50.00%**

**Dental Internal Service Fund
Dec-19**

	FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	552,582	878,400	878,400	325,818	37%
Student Activities	-	-	-	-	
Total Revenue	\$ 552,582	\$ 878,400	\$ 878,400	\$ 325,818	37%
Expenditures					
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	153,252	878,400	878,400	725,148	83%
Total Expenditures	\$ 153,252	\$ 878,400	\$ 878,400	\$ 725,148	83%
Excess Rev Over (Under)	\$ 399,330	\$ -	\$ -	\$ (399,330)	

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 12/31/2019

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
12/13/2019	V109781	AFSCME MN COUNCIL 5 EFT	11,157.62
12/13/2019	V79764	DULUTH FEDERATION OF TEA	34,915.07
12/13/2019	V106637	EBC - FLEX EFT	9,856.63
12/13/2019	V106636	EBC - TSA EFT	56,711.54
12/13/2019	V79771	EDUCATION MN CLERICAL EFT	838.22
12/13/2019	V102915	FEDERAL 941 PR TAXES	591,358.04
12/13/2019	V107231	HARBOR POINTE CREDIT UNION	6,306.00
12/13/2019	V108066	MG TRUST	132,747.79
12/13/2019	V05173	MN CHILD SUPPORT EFT	1,412.53
12/13/2019	V108320	MN DEPT OF REVENUE EFT	650.51
12/13/2019	V102916	MN STATE PR TAXES	104,600.38
12/13/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	104,745.60
12/13/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	284,504.43
12/13/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,697,255.28
12/27/2019	V06645	MEDICA HEALTH PLAN (EFT)	163,756.30
12/27/2019	V106638	PEIP - HLTH EFT	1,447,175.28
12/27/2019	V79764	DULUTH FEDERATION OF TEA	35,035.16
12/27/2019	V106637	EBC - FLEX EFT	9,856.63
12/27/2019	V106636	EBC - TSA EFT	56,288.84
12/27/2019	V79771	EDUCATION MN CLERICAL EFT	838.22
12/27/2019	V102915	FEDERAL 941 PR TAXES	598,766.81
12/27/2019	V107231	HARBOR POINTE CREDIT UNION	6,306.00
12/27/2019	V108066	MG TRUST	133,530.69
12/27/2019	V05173	MN CHILD SUPPORT EFT	1,412.53
12/27/2019	V108320	MN DEPT OF REVENUE EFT	275.05
12/27/2019	V102916	MN STATE PR TAXES	106,189.36
12/27/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	102,448.35
12/27/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	287,558.47
12/27/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,737,170.79
12/27/2019	V80030	DELTA DENTAL PLAN OF MN(EFT)	25,211.53
12/27/2019	V104923	HARRIS BANK	31,756.17
			<u>7,780,635.82</u>

ISD 709 - Duluth Public Schools
GF Investment Activity for FY20
As of December 31, 2019

Beginning Investment Balance (November 30, 2019) \$ 18,701,654.40

Add Purchases:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
12/26/2019	MN Trust Term Series	MNT	1/24/2020	1.65%	\$ 18,000,000.00

Total Purchases \$ 18,000,000.00

Deduct Maturities/Calls/Sales:

<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
12/26/2019	MN Trust Term Series	MNT	12/26/2019	1.65%	\$ 16,000,000.00
12/31/2019	Wells Fargo Bk Sioux Falls SD	MBS	12/31/2019	2.00%	\$ 245,000.00

Total Maturities \$ 16,245,000.00

Other items:

Add: Money Market Funds Interest \$ 76.31
 Beginning Value Adjustment
 Service Charge Fee Reversed

Deduct: Transaction Fees/Service Charge/Other
 Market Value Adjustment-Adjust for Cost Basis
 Other Interest/Cash Balance on Account (Reverse)

Total Other \$ 76.31

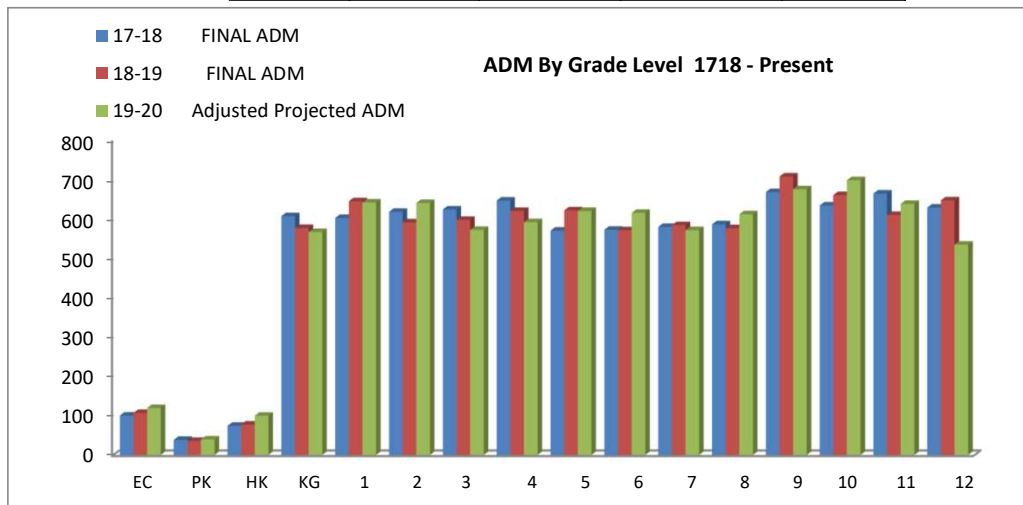
Ending Investment Balance (December 31, 2019) \$ 20,456,730.71

Note: Ending Investment Balance as of December 31, 2018 was \$12,696,145.98

**Duluth Public Schools Projected Average Daily Membership (ADM) Report
February 2020**

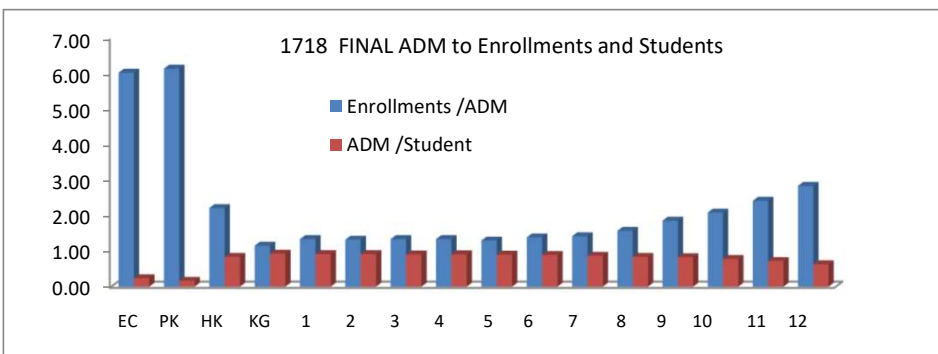
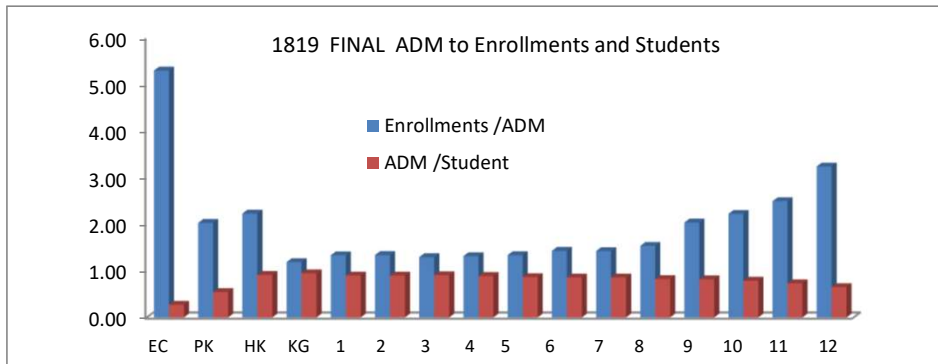
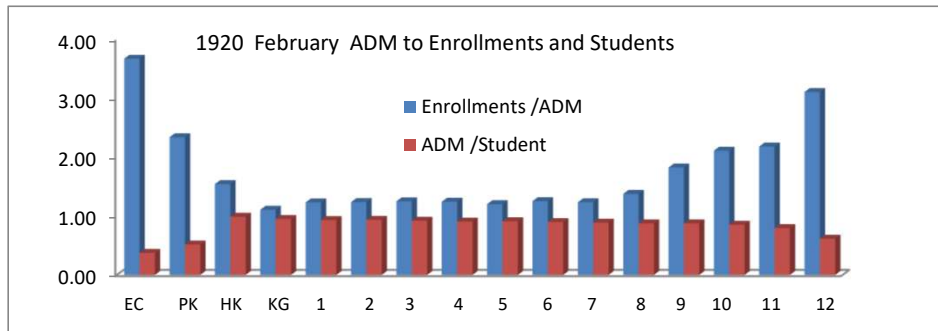
Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	439	320	281	119.52	102.00	3.67	0.37
PK	92	76	63	39.32	47.12	2.34	0.52
HK	154	101	96.76	99.77	70.00	1.54	0.99
KG	627	597	570	566.56	554.00	1.11	0.95
1	791	688	647.6	641.94	640.00	1.23	0.93
2	792	685	646	640.35	616.00	1.24	0.93
3	715	621	577	571.96	590.00	1.25	0.92
4	736	653	603.51	591.88	574.00	1.24	0.91
5	746	681	632.32	620.13	608.00	1.20	0.91
6	771	685	627.4	615.31	592.00	1.25	0.90
7	718	654	600.48	581.40	587.00	1.23	0.89
8	856	710	642.15	621.75	590.00	1.38	0.88
9	1251	783	720.9	685.41	672.00	1.83	0.88
10	1495	830	745	708.32	705.00	2.11	0.85
11	1425	821	687.15	653.32	634.00	2.18	0.80
12	1803	943	610.15	580.11	599.00	3.11	0.62
Total:	13411	9848	8750.42	8337.04	8180.12	1.61	0.85

GRADE	17-18 FINAL ADM	18-19 FINAL ADM	19-20 Adjusted	Expected Attrition
EC	100.31	106.79	119.52	
PK	38.4	35.96	39.32	
HK	74.02	77.53	99.77	
KG	607.06	576.74	566.56	
1	602.43	644.98	641.94	
2	617.88	591.03	640.35	
3	624.05	597.55	571.96	
4	646.85	620.48	591.88	
5	570.25	621.52	620.13	
6	572.48	571.29	615.31	
7	579.71	584.07	571.40	-10.00
8	586.18	576.28	611.75	-10.00
9	668.14	707.65	675.41	-10.00
10	634.02	660.55	698.32	-10.00
11	664.72	609.9	638.12	-15.20
12	628.87	647.15	534.51	-45.60
Total:	8215.37	8229.47	8236.24	-100.80



**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
February 2020**

Grade	of Enrollments	Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	439	320	281	119.52	102.00	3.67	0.37
PK	92	76	63	39.32	47.12	2.34	0.52
HK	154	101	96.76	99.77	70.00	1.54	0.99
KG	627	597	570	566.56	554.00	1.11	0.95
1	791	688	647.6	641.94	640.00	1.23	0.93
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8	856	710	642.15	611.75	590.00	1.38	0.88
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10	1495	830	745	698.32	705.00	2.11	0.85
11	1425	821	687.15	638.12	634.00	2.18	0.80
12	1803	943	610.15	534.51	599.00	3.11	0.62
Total:	13411	9848	8750.42	8236.24	8180.12	1.61	0.85



Fundraisers – January 2020

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lester Park	School-wide	\$73.30	Box Tops
Lincoln Park	6th Grade Class	\$225.00	Qdoba Night
Lowell	Kelsey Holt's 1st grade classroom	\$75.00	Donor's Choose: Listening Station Headphones
Myers-Wilkins	School-wide	\$476.18	Photo sales (Lifetouch)
Stowe	School-wide	\$1,100.00	Kettle Korn
Stowe	4th and 5th grade students/parents/staff	\$850.00	Calendars
Stowe	School-wide	\$573.83	Photo sales (Lifetouch)
Stowe	School-wide	\$260.70	Box Tops

Business Committee – February 11, 2020

General Education Aid & Pupil Estimates

Each month the finance team reviews pupil estimates to see if how enrollment is tracking vs. the pupil estimates used in parts of the District's budget process. The components of the revenue budget that rely on current year pupil counts include our basic allowance, declining enrollment, local optional, gifted & talented, transportation sparsity, equity, and referendum.

As we have followed enrollment trends, it appears that pupil estimates have been more stable than we originally estimated, so we are going to bump up our pupil estimates and in turn revise a few of our revenue budget estimates. But it is important to note that these are still estimates and subject to change based on updated information as enrollments continue to change and adjust.

A few reminders about pupil counts:

Enrollment is different than attendance. The students MARSS record, the period of time or the hours enrolled, is what drives the pupil count or what we call the Adjusted Daily Membership (ADM). A student can be absent from school and still generate enrollment. But there are rules about attendance; a student absent more than 15 consecutive days has their MARSS record closed and stops generating enrollment until they come back to school and start a new MARSS record.

MARSS information is not final until over 6 months after the school year is over. Districts work on estimates and adjustments may also happen after the close of the school year. If a student is moving from one district to another and both districts use a same start or stop date, neither district will have access to that enrollment until it's corrected.

Final note about our revenue adjustment and the budget:

While we are updating our revenue side, additional investments have been done this year on the expense side that outpace this projected increase, so at this time we are not anticipating a surplus in revenues due to this pupil adjustment.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
Historic Old Central High School - 215 N. 1st Avenue E.
Tel. (218) 336-8738 Duluth, Minnesota 55802-2069 Fax (218) 336-8777

MEMORANDUM

To: Cathy Erickson, CFO/Executive Director of Business Services

From: Tony Kelekovich, ^{TK}Supervisor of Purchasing

Subject: Bid-1277 MAN and ISP Services

Date: January 22, 2020

Bids for Metropolitan Area Network (MAN) communications and Internet Service Provider (ISP) were advertised and posted on the Universal Service Administrative Company website as required to qualify for E-Rate funding.

A contract length of five (5) years was requested. One (1) vendor responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
CHARTER COMMUNICATIONS	\$ 1,149,600.00
ST LOUIS MO	

The Technology Department (Bart Smith) and the Purchasing Department (Tony Kelekovich) analyzed the bid.

Bart Smith, Manager of Technology, recommends accepting the low bid meeting specification as submitted by Charter Communications in the amount of \$ 1,149,600.00.

Bart Smith will attend the Business Committee meeting to answer any questions as they pertain to this recommendation.

Fund: 1-108-012-311-000-1320.00

Program: Technology

Fund Custodian: Bart Smith/Technology

213 SCHOOL BOARD COMMITTEES BYLAW

I. PURPOSE

The purpose of this Bylaw is to provide for the structure and the operation of committees or subcommittees of the school board.

II. GENERAL STATEMENT OF BYLAW

A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.

~~***B. The school board has determined that certain permanent standing committees, as described in this bylaw, do facilitate the operation of the school board and the school district.***~~

~~***B.***~~ A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.

~~***C. The school board may call a Committee of the Whole meeting for the purpose of discussing pending topics. As these meetings are structured to be discussion meetings, no formal action will be taken by the school board on any topic and the school board will not take voting action during a Committee of the Whole meeting.***~~

D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.

E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.

F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.

G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.

H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

III. APPOINTMENT OF COMMITTEES

~~A. The school board hereby appoints the following Standing Committees:~~

- ~~1. Education~~
- ~~2. Human Resource~~
- ~~3. Business Services~~

~~B.A. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, **and** the **membership** term. **and the charge or mission of each such committee.**~~

~~C.B. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.~~

~~D. All members of the school board shall be members of the Negotiating Committee and participate in establishing "parameters" as it relates to wages and benefits of the various employment groups.~~

IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.

C. Actions of a committee or subcommittee shall be consistent with the governing rules of the school board. **"School board members are welcome to attend and participate in all standing committee meetings."**

D. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.

E. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)

MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

DESCRIPTIONS FOR STANDING INTERNAL COMMITTEES AND COMMITTEE OF THE WHOLE

EDUCATION COMMITTEE

The function of the Education Committee will be to make recommendations to the School Board regarding instructional and service needs of students as they relate to:

1. **The establishment of instructional priorities and objectives.**
2. **The provision of policy direction for all instructional and student personnel functions.**
3. **The approaches and procedures to be utilized in assessing school programs and the performance of instructional staff.**

Typical Activities:

1. **Recommend staffing for approved instructional programs consistent with the goals and financial capabilities of the school district.**
2. **Recommend courses of study to be used in the schools and any changes in curriculum which may be necessary for the improvement of instruction.**
3. **Recommend the selection and purchase of textbooks, instructional media, instructional equipment, furnishings, supplies, and other materials required for the instructional and student personnel programs of the school district.**
4. **Consider recommendations of the superintendent for exemption, exclusion, or expulsion of any student from school and make recommendations to the school board.**
5. **Periodically review projections of student population and make recommendations to the school board on long-term planning for instructional programs.**
6. **Periodically review the 5000 (500) and 6000 (600) series of the School District Policy Manual and make recommendations for amendments or revision of school district policy on students and instruction.**
7. **Review proposed contracts and agreements for the delivery of special instructional and student services.**
8. **Secure legal advice and consultation as necessary.**

HUMAN RESOURCES COMMITTEE

The function of the Human Resources Committee will be to make recommendations to the School Board regarding:

1. **Selection and appointment of employees**
2. **Employee relations matters**
3. **Human Resources policies and procedures**

Typical Activities:

1. **Direct and monitor representatives of the school district in the conduct of negotiations with employee groups under the Minnesota Public Employee Labor Relations Act and other applicable state and federal laws.**
2. **Periodically report to the school board on the progress of negotiations and make recommendations for acceptance of tentative agreements.**
3. **Upon recommendation of the superintendent, recommend to the school board of appointment, reappointment, or termination of employees of the school district below the level of superintendent in conformity with state and federal statutes and regulations, Civil Service rules and school board policy and working agreements with employee groups.**
4. **Direct the development and maintenance of a performance evaluation system for all employees of the school district.**
5. **Make recommendations to suspend, demote, or discharge an employee for cause in conformity with applicable state and federal laws.**
6. **Periodically review the 4000 (400) series of the School District Policy Manual and make recommendations for amendments or revision of policies in conformity with state and federal laws.**
7. **Evaluate, review, and recommend changes to the affirmative action policy and program of the school board.**
8. **Review and make recommendations regarding staff organization, structure, and relationships.**
9. **Periodically review and recommend purchase and management of employee benefits.**
10. **Assess needs and recommend staff development programs.**
11. **Secure legal advice and consultation as necessary.**

BUSINESS SERVICES COMMITTEE

The function of the Business Services Committee will be to relate to and consider matters pertaining to the financing, budgeting, and controlling of the expenditures of the school district, management of pertinent fiscal, personnel, and resources assigned to Business and Finance, and the over-all operation of the various departments included under Business and Finance.

Typical Activities:

1. **Recommend appropriate staffing for Business and Finance.**
2. **Review revenue estimates.**
3. **Review and recommend adoption of budgets and local tax levies.**
4. **Review and recommend approval of school district expenditures on a monthly basis.**
5. **Review and recommend approval of financial records and audits.**
6. **Direct negotiations for the sale or purchase of school district properties and recommend approval of such transactions.**
7. **Recommend an annual program of building repair, maintenance and equipment procurement.**
8. **Periodically review the 3000 and 7000 series of the School District Policy Manual and recommend required revisions.**
9. **Review proposed contracts and agreements between the school district and other agencies of government and maintain liaison with other units of government.**
10. **Secure legal advice and consultation as necessary.**

COMMITTEE OF THE WHOLE

The school board shall meet as a Committee of the Whole to consider matters referred to by the:

1. **Standing Committees**
2. **Chairperson of the School Board**
3. **School Board**

The school board shall also meet as a Committee of the Whole to consider matters relating to litigation involving the school district and the establishment of legislative requests to other units of government.

Replaces: 8015, 9020, 9025, 9030,9035,9040,9045
First Reading: 03-21-2017 ISD 709
Adopted: 04-18-2017 ISD 709
Updated: 02-27-2018

**Expenditure Contracts Signed
January 2020**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of January 2020.

*** Not to Exceed:** If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**** Contract is paid via monies from:**

DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

DU = Department Unrestricted (General Fund)

G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	Amount*	Contract Source**	Description
Minnesota Historical Society	\$1,200.00*	Curriculum (DR)	Our Home: Native Minnesota presentation workshop
University of Minnesota	\$490.00	East (SAF)	Choir Concert
Audacity, LLC (Stacy Johnston)	\$400.00*	Head Start (DU)	Self-care seminar for Head Start staff
Coole School	\$920.00	Homecroft (SAF)	Planners
Blackbird Revolt, LLC	\$2,500.00*	Office of Education Equity (DR)	WIN session enrichment workshops for both high schools
Lyric Opera of the North	\$750.00*	Lowell (SAF)	Performance
Lyric Opera of the North	\$750.00*	Myers-Wilkins (patron)	Performance
University of Minnesota	\$69/hour (as needed)	Special Services (DU)	Provide sign language interpreting services

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of January 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and MN Historical Society, 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 January 8, 2020 and shall remain in effect until January 8, 2020, 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.

Our Home: Native Minnesota"

8:30 - Welcome and Introduction

9:30 - Hear from Exhibit Developers

10:30 - Exhibit time

12:00 - Lunch

1:00 - Primary Source activity related to Our Home sources

2:30 - Work time in grade level groups to incorporate exhibit, knowledge, and sources into lessons/unit

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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 \$1200 in total.

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: Joan Lancour , 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) MN Historical Society, 345 West Kellogg Blvd, St. Paul, MN 55102.

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. **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 Workers' 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.

17. Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.



UNIVERSITY OF MINNESOTA FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (“Agreement”) is entered into effective as of October 31, 2019, by and between the Regents of the University of Minnesota (“University”), a Minnesota constitutional corporation, and ISD 7096 (“Licensee”), a independent school district of Minnesota. This Agreement is entered into by University through its regents.

1. Grant of License. University grants to Licensee a license to use Weber Music Hall (the “Facility”) solely for the following purpose(s):

East High School Choir Concert (the “Event”).

The estimated number of people expected to attend the Event is three hundred twenty two (322). Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Facility for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee’s use of the Facility as provided in this Agreement. Licensee shall use the Facility in accordance with the terms and conditions of this Agreement, all University policies and rules and all federal, state and local laws, ordinances, rules and regulations.

2. Term. Licensee is permitted to use the Facility only during the following dates and times:

May 28th, 2020 from 5:00 pm to 9:00 pm

3. Fee. In addition to any other payment Licensee is required to make pursuant to this Agreement, Licensee shall pay University a fee as described on the attached Exhibit A (the “Fee”). The Fee is non-refundable, unless otherwise provided in this Agreement.

4. Utilities and Services. University shall provide maintenance and services to the Facility in accordance with its routine schedule and standards for the Facility. Licensee shall reimburse University for all additional maintenance and services provided at Licensee’s request.

5. Concessions/Novelties; Food; Beverage.

5.1 Licensee shall not sell any concessions or novelties on or in the Facility or on any University property without an executed Sales Permit issued by University, which Permit University may grant or withhold in its sole discretion.

5.2 Food may be served on or in the Facility only with the permission of University, and, if required by University, a permit from University’s Department of Environmental Health and Safety.

5.3 Licensee shall not sell, distribute, dispense, advertise or promote any non-alcoholic beverage (or permit any other to do the same) without University's written consent, which consent University may condition, grant or withhold in its sole discretion.

5.4 Licensee and/or its caterer may not serve or sell alcoholic beverages at the Facility, unless Licensee receives authorization from the University, containing such terms and conditions as University, in its sole discretion, deems advisable. Such authorization may be granted or withheld at University's sole discretion.

6. Alterations; Signs; Liens. Licensee shall not redecorate, change or alter the Facility, nor shall Licensee display any signs or advertising in or about the Facility, without the prior written consent of University, which consent University may grant or withhold in its sole discretion. Licensee shall not permit to accrue, and shall indemnify University against and hold University harmless from, any liens for labor or materials provided to Licensee, or claimed to have been so provided.

7. Personal Property. Licensee, not University, is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Facility or on University property, before, during or after the term of the Agreement.

8. Indemnification. Licensee agrees to defend (with counsel reasonably acceptable to University), indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) arising from or in connection with (i) Licensee's use of the Facility and other University property, except to the extent caused by the negligence or intentional misconduct of University; (ii) the negligent or wrongful acts of Licensee's employees, agents, vendors, contractors, or invitees; or (iii) Licensee's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Agreement.

9. Insurance. At least thirty (30) days prior to the Event, Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage as indicated below. If this Agreement is signed by Licensee fewer than thirty (30) days prior to the Event, Licensee shall submit such evidence of insurance upon the signing of this Agreement.

9.1. Check either (A) (B) or (C) below as applicable:

- (A) Licensee's policy of Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence; or qualified self-insurance subject to approval by University.
- (B) Proof that Licensee has purchased event liability insurance with a minimum limit of \$1,000,000 per occurrence. Licensee may purchase such insurance from the insurer of its choice, or at the following website address: <https://tulip.ajgrms.com> (a pass code will be provided if this option is selected).

- (C) State and other governmental agencies that are self-insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead.

9.2 Workers' Compensation/Employers Liability, if applicable, to the extent required by law.

9.3 All insurance provided under paragraph 9.1(A) and 9.1(B) shall be written by insurance companies with an A.M. Best rating of A-VII or better and licensed and authorized to do business in the State of Minnesota and shall name the Regents of the University of Minnesota as an additional insured. The policies shall provide that the insurance coverage shall not be canceled, modified or non-renewed before the end of the term of this Agreement without written notice to University. Licensee shall maintain the insurance(s) described in this paragraph for the entire term of this Agreement.

10. Assignment. Licensee shall not assign its rights under this Agreement without University's prior written consent, which consent University may grant or withhold in its sole discretion.

11. Surrender. Licensee shall surrender possession of the Facility to University at the conclusion of the Event in the same good condition as on the date of possession by Licensee. Licensee shall reimburse University for any and all costs University incurs to repair any damage to the Facility or other University property or equipment arising out of or connected with Licensee's use of the Facility, unless such damage is caused solely by University, its officers, employees, agents or representatives.

12. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University: University of Minnesota
 c/o Real Estate Office
 Attn.: Senior Real Estate Specialist
 424 Donhowe Building
 319-15th Avenue SE
 Minneapolis, MN 55455-0199
 Facsimile No.: (612) 624-6345
 E-mail: reo@umn.edu

With a copy of
default notices to: University of Minnesota
Office of the General Counsel
Attn.: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: contracts@mail.ogc.umn.edu

If to Licensee: Duluth East High School
Attn: Jerry Upton
301 N. 40th Ave. E.
Duluth, MN 55804
Facsimile No.: 218-310-4309
E-mail: jerome.upton@isd709.org

13. License Only; Remedies. Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or lease. Licensee shall pay to University all of University's damages, costs and fees, including attorneys' fees, caused by Licensee's failure to comply with the terms and conditions of this Agreement. In addition, if Licensee fails to comply with the terms and conditions of this Agreement, University shall be entitled to exercise all other legal and equitable remedies available to University.

14. Limitation of University Liability. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. UNIVERSITY'S TOTAL LIABILITY FOR BREACH OF THIS AGREEMENT IS THE FEE PAYABLE BY LICENSEE AS SET FORTH IN PARAGRAPH 3 OR IN AN EXHIBIT TO THIS AGREEMENT.

15. Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

16. Use of University Name or Logo. Licensee agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University without the written permission of the University in each instance except for the limited purpose of identifying the location of the Event in advertising or other notices for the Event.

16.1 Licensee shall not use or alter University Marks in connection with the Event. Licensee agrees that the following disclaimer shall be prominently placed in all material related to promotion, publicity or advertising of the Event, whether print media, photo, video or web-based, in a font not smaller than the main text of the specific piece:

“The University of Minnesota is not endorsing or sponsoring the activities conducted by ISD 709 on the University of Minnesota campus. The relationship between the University of Minnesota and ISD 709 is solely that of licensor and licensee.”

16.2 Licensee’s failure to comply with this section shall give University the right to immediately terminate this Agreement and Licensee’s access to the Facilities.

17. Copyright Representation and Release. Licensee represents that copies of presentation materials Licensee provides to University, or directs University to copy and distribute to Attendees, and materials that Licensee will present by multimedia at the Event, will only be made from legal copies and that Licensee has the right to make this use of the presentation materials either because Licensee a) owns the copyright; b) has written permission of the copyright owner(s) for this use; c) reasonably believes each use to be fair use pursuant to 17 United State Code § 107, *Limitations on exclusive rights: Fair use*; or d) reasonably believes the material to be in the public domain. Licensee further represents that copyright notices have not been altered and that required attributions are shown. Licensee releases and will hold harmless University, its Regents, officers, employees and agents for copyright infringement arising from Licensee’s presentation materials.

18. Amendments. This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

19. Non-Waiver. No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

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

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


22. Exhibits. The terms and conditions of any and all exhibits attached to this Agreement are made a part of this Agreement as if fully set forth in this Agreement. To the extent that any of the terms and conditions of paragraphs 1 – 22 of this Agreement conflict with any of the terms and conditions of the attached Exhibit(s), the terms and conditions of the Exhibit(s) shall control. All capitalized terms in any Exhibit(s) that are not specifically defined in such Exhibit(s) shall have the meanings given them in this Agreement.

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

Regents of the University of Minnesota

Duluth East High School

By: 
Name: Robert Kase
Title: Dean, School of Fine Arts
Date: 11/7/19

By: 
Name: ~~Jerry Upton~~ Catherine Erickson
Title: ~~Choir Director~~ CD
Date: 01/10/2020

**EXHIBIT A to
STANDARD USE/LICENSE AGREEMENT
WEBER MUSIC HALL**

The University and the Licensee further agree as follows:

1. Licensee.

1.1 Title of event:	East High School Choir Concert
1.2 Sponsoring organization:	Duluth East High School
1.3 Contact person:	Jerry Upton
1.4 Mailing address:	301 N. 40 th Ave. E.
1.5 City/State:	Duluth, MN 55804
1.6 Telephone:	201-310-4309 336-8845 Ext. 2311
1.7 Email:	jerome.upton@isd709.org

2. Term.

Date: 05/28/2020	Start Time: 5:00 PM	Stop Time: 9:00 PM	Purpose: CN	Event Time: 7:00 PM
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:

3. Fee.

University agrees to provide to Licensee the Facility, equipment and/or services described below at the Licensee's sole cost and expense. Licensee shall use such equipment and/or services at its own risk and shall reimburse University for the cost of repairs necessitated by Licensee's misuse or abuse.

Facility charge.

	Quantity (in days)	Cost	Total
Main hall	1/3	175.00	\$175.00
Warmup room (Singer)	1/3	25.00	\$25.00
Green room			
Dressing room			

Technical charge.

	Quantity	Cost	Total
Sound system without operator			
Sound system with operator 0-6 inputs	X	25.00	\$25.00
Sound system with operator 7-24 inputs			
1 Playback Track (from house or stage)	From Stage <input type="checkbox"/> From House <input type="checkbox"/>		
2-6 Playback Tracks (from stage)			
2-6 Playback Tracks (from house)			
Two track recording			
24 track recording			
Performance lighting without operator	X	25.00	\$25.00
Performance lighting with operator			
Piano			
Staging			
Risers	7 - 3 Step Risers	NC	NC
Conductor's podium			
Speaker's podium			

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of Dec, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Stacy Johnston, an independent contractor, hereinafter called Contractor.

audacity LLC

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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 12/6/2019 and shall remain in effect until 12/6/2019, 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. **Performance.** *The Contractor is leading a self-care seminar for Head Start staff.*

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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 \$400 in total.

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: Head Start, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)


 audacity LLC PO Box 3261 Duluth MN 55803

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.

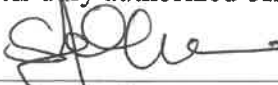
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

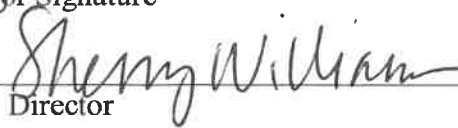
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

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.

 12-6-19
 Contractor Signature SSN/Tax ID Number Date

 12-17-19
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below.

04	579	005	504	000	130300
XX	XXX	XXX	XXX	XXX	XXXXXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

 1-3-20
 CFO/Superintendent of Schools/Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of December, 2019 , by and between Independent School District #709, a public corporation, hereinafter called District, and Blackbird Revolt LLC , 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 5, 2020 and shall remain in effect until June 30, 2020 , 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.** Jordon Moses & Terresa Moses, of Blackbird Revolt LLC, will work with William Howes, Coordinator for the Office of Education Equity, to provide enrichment workshops for (Denfeld High School/East High School) during WIN Sessions. These WIN Sessions will center zines & zine making. A zine is a self-published magazine featuring writings, poetry, imagery, etc. Blackbird Revolt will provide a brief history of zines and teach various methods for crafting zines. The project will feature two main parts. Part 1 will highlight zine making and a personal zine project. Part 2 will focus on individual/collective zine making that will explore themes related to the Clayton Jackson McGhie(CJM) 2020 Commemoration (justice, equity, healing, reconciliation, etc.). Students will then be invited to have their zines from Part 2 featured in an art show in June of 2020.

TIMING

- Start Date: February 20, 2020 (Promotion) March 5, 2020 (On-Site)
- Length of Agreement: 10 Weeks of On-site Programming (5 Before Spring Break, 5 After Spring Break), 2 Weeks of Promotion, 3 Weeks of Follow-up for inclusion of art pieces in the Art Show
- Number of On-Site Sessions: Twice per week (Thursday & Friday)
- Date of Art Show: June, 2020

OBJECTIVES

- Introduce students to zine culture & zine making
- Connect students to supplemental enrichment programs
- Engage students in dialogue related to the CJM 2020 Commemoration

TERMS

- \$2,500 for the entirety of the project - \$75.00/hour up to 34 hours - Planning, Promotion Materials, On-Site Sessions, Follow-up Art Show Invitation & Inclusion
- Blackbird Revolt will provide necessary materials

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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 \$75.00 hourly and \$ 2,500.00 in total.

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: William Howes, Office of Education Equity, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Blackbird Revolt, P O Box 3224, Duluth, MN 55803.

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.


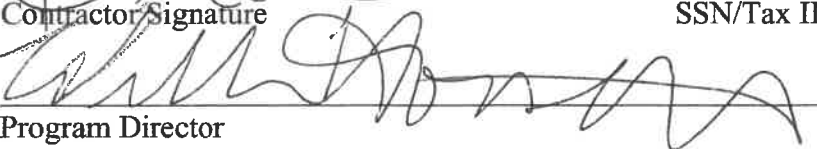
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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.


(Blair Jordan Moses)
81-5186204
01/08/2020
 Contractor Signature SSN/Tax ID Number Date

1/8/20
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	605	005	313	311	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding


 CFO/Superintendent of Schools/Board Chair 1-9-20
Date

LYRIC OPERA OF THE NORTH

January 9, 2020

AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT LOWELL ELEMENTARY.

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *Cinderella*, at Lowell Elementary in Duluth, in the school gymnasium, on Monday, February 10, 2020 at 12:50 p.m. This 45 minute opera is designed and written specifically for a K-5th grade audience. Parents, sponsors, and community members are welcome at the school's discretion and according to school visitor policies.

The following schedule of events is agreed upon:

~~11:30~~ ^{11:50} ~~11:30~~ a.m. arrival and load in to performance space at school.

~~12:00~~ ^{12:20} ~~12:00~~ p.m. begin rehearsal with student chorus (please have student performers ready to begin at this time). Costumes and hand props for students are provided by LOON.

~~12:45~~ ^{1:05} ~~12:45~~ p.m. Audience takes their places.

~~12:50~~ ^{1:10} ~~12:50~~ Performance and Q&A.

~~1:40~~ ^{2:00} ~~1:40~~ END of performance, LOON loads out.

~~2:10~~ ^{2:30} ~~2:10~~ Gym is empty.

adjusted times

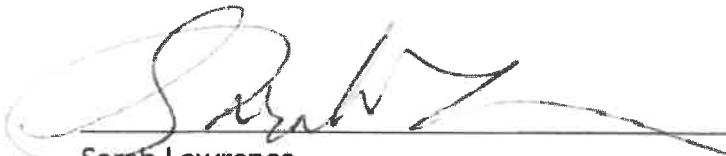
1. Music Teacher agrees to prepare a chorus of 16 student singers, from which you will assign 2 students with speaking roles (Prince Charming's parents, the King and Queen) to appear in this performance. Speaking roles should come from the singing chorus. Teaching materials were emailed separately. If additional students are participating as singers, they are welcome to sit in risers behind the acting chorus.
2. New Information – Top Secret!! Music Teacher agrees to find two teachers or administrators from your school to appear in surprise cameo roles (Stepsisters). These volunteers must attend the rehearsal with the student chorus immediately prior to the performance to learn choreography. Please keep these cameos a secret so students are surprised at the performance!
3. Please make a piano available for the use of this performance. For our purposes, a "bad" or even an out of tune piano is usually better than an electric keyboard, but we rely on Music Teachers' discretion!
4. Please see previously sent materials for gym set-up: LOON sets up performing area under one hoop, with student audience on the gym floor and adult audience in chairs around perimeter. We request the use of cones to help establish a center aisle.

LYRIC OPERA OF THE NORTH

5. Prior to performance week: please check to see if gym fans can be turned off. This performance is un-amplified and gym fans can drown out lyrics. Some schools have automated systems which require several days' advance notice.
6. Payment can be sent to Lyric Opera of the North at the address below. **The cost of the performance is \$750.00.** Payment can be made at any time from now until the day of the performance.
7. We will collect Learning CDs on the day of the performance.
8. Teaching materials include age-specific surveys. Please distribute to classroom teachers and return completed surveys to Lyric Opera of the North within one week of performance. We are happy to provide postage-paid envelopes for this upon request.
9. Please remember that 400 students is a "guideline" for maximum number of students in attendance. We can discuss this further for clarification if needed.

Lyric Opera of the North is the presenter of all performances by Little Opera of the North. Lyric Opera of the North is a 501 (c) (3) organization. Tax identification # 20-1896591.

We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.



Sarah Lawrence
General Artistic Director

1/25/20

Date



Principal or Music Teacher

1/9/2020

Date



CFO

1/22/2020

DATE

LYRIC OPERA OF THE NORTH

January 17, 2020

AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT MEYERS WILKINS ELEMENTARY.

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *Cinderella*, at **Meyers Wilkins Elementary in Duluth, in the school gymnasium, on Monday, February 10, 2020 at 9:05 a.m.** This 45 minute opera is designed and written specifically for a K-5th grade audience. **Parents, sponsors, and community members are welcome at the school's discretion and according to school visitor policies.**

The following schedule of events is agreed upon:

7:45 a.m. arrival and load in to performance space at school.

8:15 a.m. begin rehearsal with student chorus (please have student performers ready to begin at this time). Costumes and hand props for students are provided by LOON.

9:00 a.m. Audience takes their places.

9:05 a.m. Performance and Q&A.

9:55 a.m. END of performance, LOON loads out.

10:25 a.m. Gym is empty.

1. Music Teacher agrees to prepare a chorus of **16 student singers**, from which you will assign **2 students with speaking roles (Prince Charming's parents, the King and Queen)** to appear in this performance. Speaking roles should come from the singing chorus. Teaching materials were emailed separately. If additional students are participating as singers, they are welcome to sit in risers behind the acting chorus.
2. **New Information – Top Secret!!** Music Teacher agrees to find **two teachers or administrators from your school to appear in surprise cameo roles (Stepsisters)**. These volunteers must attend the rehearsal with the student chorus immediately prior to the performance to learn choreography. Please keep these cameos a secret so students are surprised at the performance!
3. Please make a piano available for the use of this performance. For our purposes, a "bad" or even an out of tune piano is usually better than an electric keyboard, but we rely on Music Teachers' discretion!
4. Please see previously sent materials for gym set-up: LOON sets up performing area under one hoop, with student audience on the gym floor and adult audience in chairs around perimeter. We request the use of cones to help establish a center aisle.

LYRIC OPERA OF THE NORTH

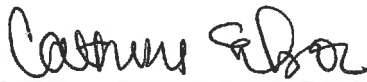
5. Prior to performance week: please check to see if gym fans can be turned off. This performance is un-amplified and gym fans can drown out lyrics. Some schools have automated systems which require several days' advance notice.
6. **The cost of the performance is \$750.00.** Payment for this performance was sponsored by a patron and does not need to be made by the school.
7. We will collect Learning CDs on the day of the performance.
8. Teaching materials include age-specific surveys. Please distribute to classroom teachers and return completed surveys to Lyric Opera of the North within one week of performance. We are happy to provide postage-paid envelopes for this upon request.
9. Please remember that 400 students is a "guideline" for maximum number of students in attendance. We can discuss this further for clarification if needed.

Lyric Opera of the North is the presenter of all performances by Little Opera of the North. Lyric Opera of the North is a 501 (c) (3) organization. Tax identification # 20-1896591.

We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.

Sarah Lawrence
General Artistic Director

Date



1-30-20

~~Principal or Music Teacher~~
CFO

Date

**Regents of the University of Minnesota ("University")
Short Form Services Agreement (\$25,000 or less)**

Department Name: UMD Disability Resources		Customer: ISD 709 Special Services Primary Contact: Jackie Ward, Asst Director for Special Services
Address: 215 North First Avenue East Duluth MN 55802		
Phone: 218-336-8740	Fax: 218-336-8775	Email: jackie.ward@isd709.org
Dept. ID No.: 1026-10437-2116	I/ESAF No.: ESAF 1914, 2152	(No contract assigned) Do not send to External Sales)
Term Start Date: Jan 21, 2020		Term End Date: June 5, 2020
Description of Services: Provide sign language interpreting services to ISD 709 to students as needed, subject to availability.		
Provide details and pricing (or enter "see attached Exhibit A"): Sixty nine and 00/100 dollars (\$69.00) per hour billed in 15 minute increments. A two-hour minimum charge WILL NOT be assessed. 48 hour cancellation notice is required. Cancellations with less than 48 hours notice will be charged at \$69/hr for scheduled services. Invoices shall be submitted on a bi-weekly or monthly basis. ISD 709 Special Services staff will contact the UMD authorized representative to arrange dates and times via phone or email. Agreed upon dates and times will be confirmed via email communication between ISD 709 Special Services Staff and the UMD authorized representative.		
Check One: Single Sale <input type="checkbox"/> Repeating/Multiple Sale <input checked="" type="checkbox"/>		
		Price per Service: \$ 69.00/hr
		TOTAL Compensation: \$ Will vary based on utilization of services, not to exceed \$25,000

1. What the University Will Provide. Under this Agreement, University will provide external sales services as described and for the fee set forth above.

2. What You Will Receive. You will receive a service, a report indicating the results of your requested services and/or the materials described above.

3. Exclusive Terms and Conditions. These terms and conditions are the sole and exclusive terms and conditions applicable to this Agreement. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to the terms of this Agreement shall be ignored and have no legal effect unless initialed by both parties. Any performance under this Agreement will be deemed acceptance of these terms and conditions and provisions and specifications on the face and Exhibit A of this Agreement and attachments, if any.

Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, purchase order, etc.) shall not be binding on University, notwithstanding any legend on such document.

4. Ownership of Materials and Presentation. With respect to any workshop/presentation activities under this Agreement, all materials provided by University during the presentation shall remain the property of University. Company is provided a license to use the materials in connection with the workshop/presentation, but Company may not copy or distribute the materials without the express written consent of University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of University.

5. Disclaimer of Warranty and Liability. WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE WORK TO BE

PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

6. Indemnification and Insurance. You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University's work to be performed or deliverables to be provided under this order; or (ii) your infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. In the event the services are conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than \$1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

7. Applicable Law and Jurisdiction. Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Agreement shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

8. Use of University Name. Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of University is prohibited.

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such case, references to "you" or "your" shall apply to the entity on whose behalf you are signing.

Signature: Jackie L. Ward

Print Name: Jackie L. Ward

Title: Asst. Director of Special Services

Date: 1-23-20

01-405-005-740-000-1305.00

Cathie Erickson 01/30/20
Catherine Erickson, CFO

**GUIDELINES ON USAGE OF
UNIVERSITY SHORT FORM SERVICES AGREEMENT (\$25,000 or LESS)**

The standard University Short Form Services Agreement (\$25,000 or less) is for use with low risk transactions between the University units and their External Sales customers. Use this agreement with the following guidelines:

- Total value of services being provided must be \$25,000 or less;
- Transactions are low risk as defined by External Sales Policy (“Selling Goods and Services to External Customers”); and
- There are no additional terms or conditions. The agreement (form) itself cannot be modified.
- Description of services, compensation or the term of the agreement can be amended using the Amendment to the Services Agreement (OGC-SC112)

The Short Form Services Agreement should not be used in lieu of the Standard Service Agreement for values \$25,000 or greater and medium to high risk activity.

**No Cost Contracts Signed
January 2020**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the month of January 2020:

Name	Contract Source	Description
Therapeutic Services Agency	Asst Superintendent	Provide mental health services to deaf and hard of hearing students and their families
College of St. Scholastica (CSS)	Business Services	Student teaching agreement
Greg Follmer Commercial Real Estate	Business Services	Addendum to extend contract until March 2021
Greg Follmer Commercial Real Estate	Business Services	Property listing contract – Historical Old Central High School (HOCHS)
City of Duluth	Facilities	Construction license agreement to construct Cross City Trail in the District’s right of way (originally signed in August 2018; needed date extension)
Lifetouch	Piedmont	Spring pictures

**MEMORANDUM OF UNDERSTANDING
BETWEEN THERAPEUTIC SERVICES AGENCY AND DULUTH SCHOOL DISTRICT, ISD #709**

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between the Therapeutic Services Agency, a community mental health provider, 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 Therapeutic Services Agency 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 Therapeutic Services Agency, desires to extend specialized mental health therapy services to Duluth school buildings by mental health professionals to support students who are deaf or hard of hearing;

THEREFORE, the Therapeutic Services Agency and Duluth Public School District agree that it is in the best interest of deaf and hard of hearing students and their families to enter into this Memorandum of Understanding;

This Memorandum of Understanding is to enable and structure the collaboration between the Therapeutic Services Agency and Duluth Public School District ISD #709 in its implementation of creating educational successes for deaf and hard of hearing students by providing quality, culturally appropriate therapeutic services to students with unmet mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of Therapeutic Services Agency and Duluth Public School District

It is understood that Therapeutic Services Agency and Duluth Public 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. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Therapeutic Services Agency

Students served by Therapeutic Services Agency are clients of this organization and subject to the same rights and responsibilities as clients served in the organization's clinic settings.

Therapeutic Services Agency will:

1. Meet with Duluth schools administration staff to plan a system of mental health service delivery.
2. Locate therapist(s) at Duluth schools in order to provide mental health services.
3. Employ and be responsible for its therapists placed at Duluth Public Schools.
4. Maintain appropriate professional liability insurance.
5. Accept mental health referrals for deaf and hard of hearing students from school district staff.
6. Share student/client information with school staff as needed and with the consent of the student/guardian.
7. Obtain parental permission to provide mental health services.

8. Maintain and own mental health records of students served.
9. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. Duluth Public School District shall not be responsible for the cost of services delivered by the Therapeutic Services Agency.
10. Meet periodically with Duluth Public Schools administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
11. Therapists will make every effort to avoid academic scheduling conflicts for students without administrative permission when possible.
12. Therapists will work with school staff to develop a schedule in effort to not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of Duluth Public School District

1. Meet with Therapeutic Services Agency administrative staff to plan a system of mental health service delivery.
2. Provide Therapeutic Services Agency therapist/s with appropriate and private office space.
3. Inform school staff of the Therapeutic Services Agencies' services available and work with the Therapeutic Services Agency staff to develop a system to identify and refer deaf and hard of hearing students that may be in need of mental health services. Such referrals shall not in any way be construed to create financial responsibility for service delivered by the Therapeutic Services Agency.
4. Meet periodically with Therapeutic Services Agency administration/therapists to review the working relationship in order to address any concerns and promote an active partnership.

III. GENERAL TERMS

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. If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

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.

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.

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: Jeffrey Horton , 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to:
Therapeutic Services Agency, Inc., Attn: Cheryl Smetana McHugh, 220 Railroad St SE, Pine City, MN 55063.

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.

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

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.

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.

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.

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 Workers' 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.

Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

Terms. This Memorandum of Understanding will begin effective the date of 1-10-2020 and will continue through 6-30-2021 unless either party provides written notice per the Termination clause below.

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

Confidentiality. Therapeutic Services Agency and Duluth Public 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. Therapeutic Services Agency and Duluth Public 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: 
Therapeutic Services Agency

Date: 1-15-2020

Signed: 
Cathy Erickson, Director of Business Services

Date: 1-22-2020



The College of *St. Scholastica*

This agreement between the College of St. Scholastica and **Independent School District 709, Duluth Public Schools** is for services related to the placement and supervision of student teachers and field experience students during the 2019-2020 thru 2024- 2025 academic years.

1. The District agrees to supply to student teachers who are accepted by the District, an opportunity to work in a teaching-learning situation with a teacher certified under the regulations of the State of Minnesota.
2. The College will forward requests for the placement of student teachers within a reasonable time in advance of the teaching period, along with relevant information about the candidate to the District. If needed, the College will provide additional information as requested.
3. The District will advise the College as promptly as possible of available opportunities and of the acceptance of the student teacher.
4. During the student teaching time designated by the College, the student will be able to observe classes and carry out work assignments designed to prepare the student for teaching responsibilities.
5. All student teaching shall be under the direction of the District, which may terminate the relationship at any time for breach of rules, regulations, and/or directives.
6. Student teachers will attend the District's student teacher orientation session and provide the funds required for a criminal background check if required.
7. The College will provide additional supervision and direction to the student teacher and assistance to the cooperating teacher as mutually agreed to with the cooperating teacher.
8. In exchange for professional services, the College will send the Cooperating Teacher a stipend of \$150 for each student teacher placed and \$50 stipend for each field experience placement.

By  Date 1-10-2020
CSS School of Education Signature

By  Date 1-22-2020
School District Signature

By _____ Date _____
CSS Financial Officer Signature

Addendum to Commercial
Listing Contract: Exclusive

Date January 22, 2020

Page 1


Addendum to the Commercial Listing Agreement between parties, dated April 10, 2018
pertaining to the sale of the Property at 800 E Central Entrance, Duluth, MN between Greg
Follmer Commercial Real Estate "Broker" and INDEPENDENT SCHOOL DISTRICT #709 "Seller".

Parties agree to extend the Listing Agreement and all it's terms to March 7, 2021.

Accepted by: Greg Follmer Commercial Real Estate

By: _____


Date: _____


1/31/20

Accepted by: INDEPENDENT SCHOOL DISTRICT
#709

By: _____

Date: _____


1/30/2020

**COMMERCIAL LISTING CONTRACT:
EXCLUSIVE**

This form approved by the Minnesota Association of REALTORS® and the Minnesota Commercial Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
© 2019 Minnesota Association of REALTORS®, Edina, MN

1. Date January 22nd, 2020
2. Page 1

3. **DEFINITIONS:** IN CONSIDERATION OF the Contract of Greg Follmer Commercial Real Estate
(Real Estate Company Name)
4. ("Broker") to undertake to **SELL** **LEASE** (if only **SELL** is checked, all references to Lessor, tenant, or lease do not apply;
-----*(Check all that apply.)*-----
5. if only **LEASE** is checked, all references to Seller, buyer, or sale do not apply) the property hereinafter described,
6. Independent School District 709
7. ("Seller and/or Lessor") grants to Broker the exclusive right to sell and/or lease or contract to sell and/or lease the property at
8. 215 N 1st Ave E,
9. City of Duluth, County of St. Louis, State of
10. Minnesota, Zip Code 55802, and legally described as NLY 50 FT Lot 0019 Duluth Proper 1st Division East
11. 2nd Street / NLY 50 FT Lot 0017 Duluth Proper 1st Division East 2nd Street (cont line 290) ("Property")
12. for the period from the date of this Contract through and including January 22nd 2021, for the sum
13. of _____ upon the following terms
14. Cash, Bank Financing or other written terms deemed acceptable to Seller and Seller's legal counsel.
15. _____
16. or at any other price, terms or exchange to which Seller and/or Lessor may consent.
17. This Contract terminates upon successful closing and/or Lease of the Property(ies) specified in this Contract or expiration
18. or cancellation of this Contract, whichever occurs first.
19. This Contract may only be canceled by written mutual agreement of the parties.
20. Seller and/or Lessor understands that Broker may list other properties during the term of this Contract which may
21. compete with Seller's and/or Lessor's Property for potential buyers and/or tenants.

22. **MLS DATA FEED OPTIONS:**

23. **EXPLANATIONS AND DEFINITIONS:**

24. "**IDX site**" means a web site operated by a broker participating in the MLS on which the broker can advertise the
25. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to
26. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

27. "**Virtual office web site**" ("**VOW**") means a web site operated by a broker participating in the MLS that delivers
28. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with
29. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The
30. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker
31. in MLS. The seller(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW policy.
32. The MLS imposes various other rules and restrictions on VOWs.

33. For each of the following options, the MLS system automatically defaults to "Yes." Seller's and/or Lessor's instructions
34. pertaining to the Internet display of the MLS input data for the Property are as follows:

35. **Option 1. Listing display on the Internet.** If Seller and/or Lessor selects "No," this listing will not be included in MLS
36. data feeds to Internet web sites that display property listing data, whether intended for advertising the
37. Property or providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose
38. the listing to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.

39. Shall the Property listing be displayed on the Internet, including sold information? Yes No

40. Seller and/or Lessor understands and acknowledges that if Seller and/or Lessor has selected "No" for
41. Option 1, consumers who conduct searches for listings on the Internet will not see information about the
42. Property in response to their searches.

COMMERCIAL LISTING CONTRACT:
EXCLUSIVE

43. Page 2

44. Property located at 215 N 1st Ave E Duluth 55802

45. If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.

46. **Option 2. Listing address (Property and unit numbers and street name) display on the Internet.** If Seller and/
47. or Lessor selects "No," the address of the Property will be hidden on web sites receiving data feeds from
48. MLS that result in Internet listing display, whether intended for advertising the Property or providing online
49. brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/
50. clients via other means, including e-mail, fax, mail, hand delivery, and orally.

51. Shall the listing address (Property and unit numbers and street name) be displayed
52. on the Internet? Yes No

53. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**
54. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model
55. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based
56. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The
57. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant
58. factors in valuing a property. Seller and/or Lessor, by selecting "No," may prohibit display of an automated
59. valuation of his or her listing adjacent to the listing.

60. Shall an automatic valuation of the Property listing or a link to an automated
61. valuation be displayed adjacent to the listing? Yes No

62. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**
63. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide
64. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews
65. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on
66. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding
67. the listing's value, etc.

68. Shall comments or reviews of the Property by persons other than the displaying
69. broker be displayed with or attached as a link to the listing data of the Property? Yes No

70. **SELLER'S AND/OR LESSOR'S OBLIGATION:** It is agreed that Seller and/or Lessor shall promptly furnish Broker
71. with complete information concerning any person who during the period of this Contract makes inquiry to Seller and/
72. or Lessor regarding the sale, exchange, or lease of the Property.

73. If the Property is sold, Seller hereby agrees to furnish to buyer an Abstract of Title, a Registered Property Abstract
74. or an ALTA Title Insurance Commitment, certified to date, to include proper searches covering bankruptcies and state
75. and federal judgments and liens, and to execute or cause to be executed a deed conveying title to the Property to the
76. buyer and any further documents as may be required to consummate the sale in accordance with the terms above
77. designated or with the terms to which Seller may hereafter consent.

78. Seller and/or Lessor further agrees to promptly notify Broker of any notices pertaining to the Property which are hereafter
79. received during the term of this Contract.

80. It is further agreed that Seller and/or Lessor shall permit Broker to erect a "For Sale" and/or "For Lease" sign on the
81. Property and to remove all other "For Sale" and/or "For Lease" signs from the Property during the period of this Contract.
82. Seller and/or Lessor shall permit Broker to place information on the Minnesota Commercial Property Exchange ("MCPE")
83. or other type of multiple listing service forum ("MLS") and the Internet concerning the Property. Upon final acceptance
84. of a purchase and/or lease agreement, Seller and/or Lessor allows Broker to withdraw the Property from the market.
85. Broker may notify the MCPE or MLS and member REALTORS® of the price and terms of the sale and/or lease.

86. Seller and/or Lessor has the full legal right to sell and/or lease the Property.

87. Seller and/or Lessor certifies that as of the date of execution of this Contract, Seller and/or Lessor has not received
88. any notice of building, health, or fire code violations, nor vacant building registration notification, nor notice of hazardous
89. waste on the Property, nor notice of condemnation pertaining to the Property, except as herein noted (if none, state

90. "none"): _____

91. _____

92. _____

**COMMERCIAL LISTING CONTRACT:
EXCLUSIVE**

93. Page 3

94. Property located at 215 N 1st Ave E Duluth 55802
95. Access to the Property: To facilitate the showing and sale and/or lease of the Property, Seller and/or Lessor authorizes
96. Broker to:
97. access the Property;
98. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry professionals
99. to access the Property at reasonable times and upon reasonable notice; and
100. duplicate keys to facilitate convenient and efficient showings of the Property.
101. Authorizing access means giving Broker permission to:
102. 1. authorize the above-referenced persons to enter the Property, with or without a licensed salesperson present;
103. 2. disclose any security codes necessary to enter the Property; and
104. 3. lend a key to enter the Property, directly or through a lockbox.
105. Seller and/or Lessor agrees to commit no act which might tend to obstruct Broker's performance. If the Property is
106. occupied by someone other than Seller and/or Lessor, Seller and/or Lessor shall comply with Minnesota law and
107. applicable lease provisions of an existing lease and provide tenant with any required notice in advance of any Property
108. showing.
109. Seller and/or Lessor understands that prospective buyers/tenants and others authorized to access the Property may
110. record the Property by photograph, video, or other medium while accessing the Property.
111. **RECORDING ON THE PROPERTY:** Seller and/or Lessor understands that MN Statute 626A.02 specifically prohibits
112. the interception of oral communications without the consent of at least one of the two parties to the communication.
113. Seller and/or Lessor should seek appropriate legal advice regarding compliance with this statute if Seller and/or Lessor
114. intends to utilize technology that may intercept oral communications between persons other than Seller and/or Lessor.
115. **SELLER AND/OR LESSOR CONTENT LICENSE:** In the event Seller and/or Lessor provides content, including, but
116. not limited to, any photos or videos of the Property ("Seller and/or Lessor Content") to Broker, Seller and/or Lessor
117. grants to Broker a nonexclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through
118. multiple tiers), reproduce, distribute, display, perform, and create derivate works of the Seller and/or Lessor Content.
119. Seller and/or Lessor represents and warrants that Seller and/or Lessor has authority to provide Seller and/or Lessor
120. Content and Seller and/or Lessor Content does not violate any restrictions regarding use including any third-party intellectual
121. property rights or laws. Seller and/or Lessor agrees to execute any further documents that are necessary to effect this license.
122. **NOTICE: THE COMPENSATION RATE FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL**
123. **PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND ITS CLIENT.**
124. **BROKER'S COMPENSATION:** *(Fill in all blanks.)*
125. **COMPENSATION FOR SALE:** *(To be completed only if Property is being offered for sale.)* Seller shall pay Broker a
126. retainer fee of \$ 0.00 when Seller signs this Contract. Broker shall keep this fee even if Seller
127. does not sell the Property. It is further agreed that Seller shall pay Broker a brokerage fee of: *(Check any that apply.)*
128. 6 percent (%) of the price for which the Property is sold or exchanged;
129. \$ _____ ;
130. \$ _____ per square foot;
131. OTHER: _____
132. _____
133. _____ ;
134. upon the occurrence of any of the following conditions, identified in lines 151-199.

**COMMERCIAL LISTING CONTRACT:
EXCLUSIVE**

135. Page 4

136. Property located at 215 N 1st Ave E Duluth 55802

137. **COMPENSATION FOR LEASE:** *(To be completed only if Property is being offered for lease.)* Lessor shall pay Broker a
138. retainer fee of \$ _____ when Lessor signs this Contract. Broker shall keep this fee even
139. if Lessor does not lease the Property. It is further agreed that Lessor shall pay Broker a brokerage fee of:
140. *(Check any that apply.)*
141. _____ percent (%) of the total gross obligation of the lease price;
142. _____ percent (%) of the total net obligation of the lease price;
143. \$ _____ ;
144. \$ _____ per useable square foot;
145. \$ _____ per rentable square foot;
146. OTHER: _____
147. _____
148. _____ ;
149. upon the occurrence of any of the following conditions, identified in lines 151-199 and paid in the following manner:
150. _____ percent (%) upon lease execution and _____ percent (%) upon lease occupancy.

151. **COMPENSATION CONDITIONS:**

152. 1. The sale and/or lease, contract for sale and/or lease, exchange or conveyance of the Property during the period
153. of this Contract by Broker or any other person, including but not limited to, Seller and/or Lessor or any other agent
154. or broker not a party to this Contract, in accordance with the price, terms, or exchange as set forth here or as
155. otherwise consented to by Seller and/or Lessor;
156. 2. A buyer and/or tenant is procured, whether by Broker, Seller and/or Lessor or anyone else, who is ready, willing
157. and able to purchase and/or lease the Property at the price and terms set forth above and Seller and/or Lessor
158. refuses to sell and/or lease;
159. 3. A Seller and/or Lessor agrees to sell and/or lease the Property before the expiration of this Contract, and Seller
160. refuses to close the sale and/or Lessor refuses to commence the lease in accordance with the terms of the executed
161. lease agreement;
162. 4. A Seller and/or Lessor removes the Property from the market before expiration of this Listing Contract;
163. 5. If Seller and/or Lessor grants an option to purchase and/or lease the Property, Seller and/or Lessor shall compensate
164. Broker, as provided here, based on the price paid for the option and for any extensions of the option. This compensation
165. shall be paid upon receipt by Seller and/or Lessor of any such payments. In the event such option is exercised,
166. whether during the term of this Contract, or within 12 months after, Seller and/or Lessor shall also compensate
167. Broker on the gross sale and/or lease price of the Property in accordance with the provisions here.
168. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension of the option
169. is applied to the sale and/or lease price of the Property, then any compensation previously paid by Seller and/or
170. Lessor to Broker on account of such option payments shall be credited against the compensation payable to Broker
171. on account of the exercise of the option;
172. 6. During the term of this Listing Contract or within 180 days *(not to exceed six (6) months, except for the*
173. *purchase or sale of a business in which case it cannot exceed two (2) years)* after the expiration of this Listing Contract:
174. (a) the Property is acquired by a public authority;
175. (b) an agreement to acquire the Property is reached with a public authority; or
176. (c) a public authority institutes eminent domain/condemnation proceedings to acquire the Property;
177. 7. Seller and/or Lessor contributes or conveys the Property or any interest therein to a partnership, joint venture or
178. other business entity during the term of this Contract in lieu of a sale and/or lease of the Property during the term
179. of this Contract;

70

**COMMERCIAL LISTING CONTRACT:
EXCLUSIVE**

180. Page 5

181. Property located at 215 N 1st Ave E Duluth 55802

182. 8. Seller and/or Lessor is a partnership or other business entity, and an interest in the partnership or other business
183. entity is transferred, whether by merger, outright purchase and/or lease or otherwise in lieu of sale and/or lease
184. of the Property during the term of this Contract; or

185. 9. If within 180 days (not to exceed six (6) months, except for the purchase or sale of a business in which case
186. it cannot exceed two (2) years) after the end of this Contract, Seller and/or Lessor sells and/or leases or agrees
187. to sell and/or lease the Property to anyone who has made an affirmative showing of interest in the Property by
188. responding to an advertisement or by contacting the Broker or salesperson involved or has been physically shown
189. the Property by the Broker or salesperson. It is understood that Broker shall not seek to enforce collection of a
190. compensation under this subparagraph nine (9) unless the name and address of the prospect is on a written list
191. given to Seller and/or Lessor within 72 hours after expiration of this Listing Contract.

192. **IF YOU RELIST WITH ANOTHER BROKER WITHIN THE OVERRIDE PERIOD AND THEN SELL AND/OR**
193. **LEASE YOUR PROPERTY TO ANYONE WHOSE NAME APPEARS ON THIS LIST, YOU COULD BE LIABLE**
194. **FOR FULL COMMISSIONS TO BOTH BROKERS. IF THIS NOTICE IS NOT FULLY UNDERSTOOD, SEEK**
195. **COMPETENT ADVICE.**

196. As security for Broker's compensation, Seller and/or Lessor hereby grants to Broker a security interest in the lease
197. payments from the lease of the Property or proceeds from a sale and any title company or other closer who conducts
198. the closing on the sale and/or lease of the Property is directed to disburse the Broker's compensation provided here
199. to Broker at the time of closing.

200. **COMPENSATION DISCLOSURE:** Broker **SHALL** **SHALL NOT** offer compensation to cooperating brokers.
------(Check one.)-----

201. If **SHALL**, the compensation to cooperating brokers shall be as follows:

202. 2 % of the gross sales and/or lease price or \$ _____, whichever is greater, to
203. cooperating brokers representing buyer and/or tenant.

204. _____ % of the gross sales and/or lease price or \$ _____, whichever is greater, to
205. cooperating brokers assisting buyer and/or tenant.

206. Other: _____

207. _____

208. **FORFEITURE OF EARNEST MONEY:** If a buyer of the Property defaults and as a result forfeits the earnest money,
209. Seller shall receive 100 percent (%) and Broker shall receive 0 percent (%) of the earnest money.

210. **CLOSING SERVICES:**

211. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING SELLER OR REAL ESTATE
212. CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT
213. EXPRESS OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF
214. THE CLOSING ITSELF.

215. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
216. understands that Seller may arrange for a qualified closing agent or attorney to conduct the closing, or Seller may
217. ask Broker to arrange for the closing. Seller understands that Seller may be required to pay certain closing costs which
218. may effectively reduce the proceeds from the sale.

219. Seller's choice for closing services: (Check one.)

220. Seller directs Broker to arrange for a qualified closing agent to conduct the closing.

221. Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.

222. _____
(Seller's Initials) (Seller's Initials)

**COMMERCIAL LISTING CONTRACT:
EXCLUSIVE**

223. Page 6

224. Property located at 215 N 1st Ave E Duluth 55802

225. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may
226. effectively increase the cash outlay at closing.

227. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
228. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
229. tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable exceptions
230. from FIRPTA withholding.

231. Seller represents and warrants that Seller IS IS NOT a foreign person (i.e., a non-resident alien individual,
-----*(Check one.)*-----

232. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.

233. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**
234. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**
235. **or whether the withholding requirements of FIRPTA apply.**

236. **AGENCY REPRESENTATION:**

237. Seller and/or Lessor will agree to a dual agency representation and will consider offers made by buyers and/or
238. tenants represented by Broker.

239. Seller and/or Lessor will not agree to a dual agency representation and will not consider offers by buyers and/or
240. tenants represented by Broker.

241. Real Estate Company Name: Greg Follmer Commercial Real Estate

242. By: _____
(Licensee)

[Handwritten Signature]

1/31/20

243. Seller and/or Lessor: _____

Date: *1/30/20*

244. Seller and/or Lessor: _____

Date: _____

245. **OTHER POTENTIAL SELLERS AND/OR LESSORS:** Seller and/or Lessor understands that Broker may list other
246. properties during the term of this Contract. Seller and/or Lessor consents to Broker representing such other potential
247. sellers and/or lessors before, during, and after the expiration of this Contract.

248. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing Seller and/or Lessor, may have had a
249. previous agency relationship with a buyer and/or tenant of Seller's and/or Lessor's Property. Seller and/or Lessor
250. acknowledges that Broker, or licensee representing Seller and/or Lessor, is legally required to keep information
251. regarding the ultimate price and terms the buyer and/or tenant would accept and the motivation for buying and/or
252. leasing confidential, if known.

253. **TERMINATION OF FIDUCIARY DUTIES:** Broker's fiduciary duties, except the duty of confidentiality, terminate upon
254. the successful closing and/or lease of the Property(ies) specified in this Contract or expiration or cancellation of this
255. Contract, whichever occurs first.

256. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller and/or Lessor provides to Broker. Seller
257. and/or Lessor agrees to indemnify and hold harmless Broker from and against any and all claims, liability, damage,
258. or loss arising from any misrepresentation, misstatement, omission of fact, or breach of a promise by Seller and/or
259. Lessor. Seller and/or Lessor agrees to indemnify and hold harmless Broker from any and all claims or liability related
260. to damage or loss to the Property or its contents, or any injury to persons in connection with the marketing of the Property.
261. Indemnification by Seller and/or Lessor shall not apply if the damage, loss, or injury is the result of the gross negligence
262. or willful misconduct of the Broker.

**COMMERCIAL LISTING CONTRACT:
EXCLUSIVE**

263. Page 7

264. Property located at 215 N 1st Ave E Duluth 55802

265. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller and/or Lessor has not received notices from any
266. municipality, government agency, or unit owners' association about the Property that Seller and/or Lessor has not
267. informed Broker about in writing. Seller and/or Lessor agrees to promptly inform Broker, in writing, of any notices of
268. such type that Seller and/or Lessor receives during the term of this Contract.

269. This shall serve as Seller's and/or Lessor's written notice granting Broker permission to obtain mortgage information
270. (e.g., mortgage balance, interest rate, payoff and/or assumption figures) regarding any existing financing on the Property.
271. A copy of this document shall be as valid as the original.

272. **MISCELLANEOUS:** This Contract is binding upon the heirs, successors, and assigns of the parties.

273. All of the representations and covenants of this Contract shall survive and be enforceable after termination of this
274. Contract.

275. This Contract constitutes the complete agreement between the parties and supersedes any prior oral or written
276. agreements between the parties relative to the provisions herein. No amendment, modification, or extension of this
277. Contract shall be valid or binding unless made in writing and signed by both Seller and/or Lessor and Broker.

278. This Contract shall be governed by the laws of the State of Minnesota.

279. **ENTIRE AGREEMENT:** This Contract and any addenda or amendments signed by the parties shall constitute the
280. entire agreement between Seller and/or Lessor and Broker. Any other written or oral communication between Seller
281. and/or Lessor and Broker, including, but not limited to, e-mails, text messages, or other electronic communications
282. are not part of this Contract. This Contract can be modified or canceled only in writing signed by Seller and/or Lessor
283. and Broker or by operation of law. All monetary sums are deemed to be United States currency for purposes of this
284. Contract.

285. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
286. transaction constitute valid, binding signatures.

287. **CONSENT FOR COMMUNICATION:** Seller and/or Lessor authorizes Broker and its representatives to contact Seller
288. and/or Lessor by mail, phone, fax, e-mail, or other means of communication during the term of this Contract and
289. anytime thereafter.

290. **OTHER:**
Legal Cont:

291. **Lots 2 thru 22 Even Numbered Lots Duluth Proper 1st Division East 3rd**
292. **Street / Lots 1 thru 15 Odd Numbered Lots Duluth Proper 1st Division**
293. **East 2nd Street. / Lots 2 thru 6 Even Numbered lots Duluth Proper 1st**
294. **Division West 3rd Street. #010-0950-00105 / #010-0950-00100 / #010-**
0970-00550 / #010-0950-00010 / #010-0980-00410

295. **Page 2, lines 73-77 and lines 87-89, Page 5 Lines 192-195, Page 6 Lines**
296. **265-268 shall be removed from this contract. Please see attached**
297. **Addendum to Listing Contract.**

298.

299.

300.

301.

302.

**COMMERCIAL LISTING CONTRACT:
EXCLUSIVE**

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304. Property located at 215 N 1st Ave E Duluth 55802

305. BROKER

306. **ACCEPTED BY:** Greg Follmer Commercial Real Estate
(Real Estate Company Name)

307. By: [Signature]
(Licensee's Signature)

308. Greg Follmer
(Licensee's Printed Name)

309. 1/31/20
(Date)

310. 230 E. Superior St
(Address)

311. Duluth, MN
(City/State/Zip)

312. 218. 728. 4438
(Phone)

313. greg.follmer@gmail.com
(E-Mail Address)

314.

315.

316.

317.

318.

319.

320.

321.

322.

323.

324.

325.

326.

SELLER AND/OR LESSOR

ACCEPTED BY: ISD 709
(Business Entity or Individual Name)

By: [Signature]
(Seller's and/or Lessor's Signature)

Wm Gronseth
(Seller's and/or Lessor's Printed Name)

Its: Sept.
(Title)

01/31/2020
(Date)

215 N. 1st Ave E
(Address)

Duluth, MN 55802
(City/State/Zip)

218. 336. 8752
(Phone)

william.gronseth@isd709.org
(E-Mail Address)

SELLER AND/OR LESSOR

ACCEPTED BY: _____
(Business Entity or Individual Name)

By: _____
(Seller's and/or Lessor's Signature)

(Seller's and/or Lessor's Printed Name)

Its: _____
(Title)

(Date)

(Address)

(City/State/Zip)

(Phone)

(E-Mail Address)

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND/OR LESSOR AND BROKER.
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

ADDENDUM TO COMMERCIAL LISTING CONTRACT

This Addendum to Commercial Listing Contract (“**Addendum**”) is entered into by Independent School District #709 (“**Seller**”) and Greg Follmer Commercial Real Estate (“**Broker**”) with respect to the Commercial Listing Contract (“**Contract**”), dated January 22, 2020 relating to the Historic Old Central High School Property (“**Property**”) located at 215 N 1st Ave E., Duluth, MN 55802.

To the extent any term or provision of this Addendum conflicts with any term in the Contract the provision in this Addendum shall govern and shall supersede the contrary provision in the Contract.

1. Seller will not be obligated to pay Broker a fee or other commission if, after the end of the Contract and during the Override Period, Seller has executed another valid listing agreement pursuant to which the Seller is obligated to pay a fee or commission to another licensee for the sale or exchange of the Property.
2. Property will be sold AS IS.
3. Broker has been informed that Seller has developed a form of purchase agreement for the sale of its properties and that Seller intends to use a purchase agreement in substantially Seller’s form for the sale of the Property.
4. The Property will be conveyed by a quitclaim deed in substantially the form of the Minnesota Uniform Conveyancing. The deed will be subject to a restriction, enforceable by the Seller, that prohibits the grantee, its successors or assigns from using the property as a school for the purpose of conducting programs for children between the ages of 5 and 18. The deed will provide that if the restriction is violated, the Seller will have the right to an injunction and the Seller will have the right to attorney’s fees and other costs and disbursements and actual damages if the Seller prevails. The grantee must agree that the Seller will sustain irreparable harm and damages if the restriction is violated and that the Seller will have the right to a temporary restraining order, a temporary injunction and a permanent injunction and that grounds exist for the issuance of such orders and injunctions.
5. Lines 159-161 of the Contract are deleted and are replaced with the following:

Seller agrees to sell the Property before the expiration of this Contract and Seller wrongfully refuses to close on the sale in accordance with the terms of the executed purchase agreement; provided, however, no compensation shall be required if Seller terminates or cancels the purchase agreement in accordance with its terms.

6. Paragraph 1 under Compensation Conditions, Lines 152-155 of the Contract, is qualified by adding the following: provided, however, Seller will not be required to pay a fee or commission to Broker unless a closing actually occurs.
7. Because of the AS IS nature of the sale of the Property, Seller undertakes no obligation to inspect for or to disclose to Broker any defects or conditions, patent or latent, affecting the Property.
8. Notwithstanding any provision in the Contract to the contrary, the sale of the Property and the terms of sale of the Property are subject to approval by the Seller's Board.
9. Broker shall provide written updates to the Seller each month (no later than the 15th day of the month) about efforts to market the Property including affirmative showings of interest, number of showings, and other information as requested by Seller.
10. If Seller enters into a purchase agreement that provides for the sale of the Property in phases, Seller will only be required to pay commissions with respect to the sale of phases actually closed.
11. Title and escrow services will be provided through Arrowhead Abstract & Title.

GREG FOLLMER COMMERCIAL REAL ESTATE

By: 
Greg Follmer

INDEPENDENT SCHOOL DISTRICT #709, a public corporation and political subdivision of the State of Minnesota

By: William Conrath
Name: William Conrath
Title: Supt.

CONSTRUCTION LICENSE AGREEMENT

THIS CONSTRUCTION LICENSE AGREEMENT (this “Agreement”) is by and between INDEPENDENT SCHOOL DISTRICT NO. 709, a Minnesota public corporation and political subdivision (“ISD 709”) and the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota (“City”).

WHEREAS, ISD 709 owns the property depicted and designated as the “Licensed Premises” on the attached Exhibit A (referred to in this Agreement as the “Licensed Premises”).

WHEREAS, City will be constructing Phase II of the Cross City Trail (the “CCT”), a 10.3-mile multi-purpose, non-motorized, paved trail that connects the Lakewalk in Canal Park to the Munger Trail and the Waterfront Trail in western Duluth. A portion of the CCT will be constructed adjacent to the Licensed Premises within public right-of-way.

WHEREAS, the Licensed Premises currently pools up with water, and City would like to improve the Licensed Premises to promote better drainage and move water away from the CCT and into the adjacent street. To accomplish this task, City desires to remove the existing fence from the Licensed Premises, grade the Licensed Premises with class 5 gravel, and install a new fence in the same location as the existing fence (the “ISD Project”).

WHEREAS, City desires to access the Licensed Premises and complete the ISD Project, and ISD 709 wishes to provide City with written permission to do so.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. PERMISSION AND PROPERTY

A. ISD 709 grants to City, and its employees, agents, contractors and subcontractors, a non-exclusive license to enter onto the Licensed Premises with all necessary tools, equipment, vehicles, and related materials for the purpose of completing the ISD Project. The ISD Project will be completed at City’s sole expense. City shall keep the Licensed Premises free and clear of any mechanics’, materialmen’s or similar liens related to City’s activities.

B. City’s use of the Licensed Premises shall be limited to the activities and purposes stated above and this Agreement does not permit the public to use the Licensed Premises. ISD 709 shall have access to the Licensed Premises during the ISD Project.

II. TERM

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall begin January 1, 2020 and shall expire at the end of the day on December 31, 2020, or on such date that the ISD Project is completed, whichever occurs first (the “Term”).

III. LAWS, RULES AND REGULATIONS

During the Term, City will conduct its activities related to this Agreement in strict compliance with the United States Constitution and with the applicable laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and City of Duluth.

IV. GOVERNMENT DATA PRACTICES

A. ISD 709 shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by City under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by ISD 709 under this Agreement.

B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this section by ISD 709. If ISD 709 receives a request to release the data referred to in this section, ISD 709 must immediately notify City and consult with City as to how it should respond to the request. ISD 709 will hold City, its officers, and employees harmless from any claims resulting from ISD 709’s unlawful disclosure or use of data protected under state and federal laws.

V. NO THIRD PARTY RIGHTS

This Agreement is to be construed and understood solely as an agreement between the parties hereto regarding the subject matter herein and shall not be deemed to create any rights in any other person or on any other matter. No person, organization, or business shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

VI. NOTICES

Notices sent pursuant to this Agreement shall be sufficient if sent by regular United States mail, postage prepaid, addressed to:

City
City of Duluth
Attn: Property and Facilities Manager
1532 W. Michigan Street
Duluth, Minnesota 55806

ISD 709
Independent School District No. 709
Attn: Manager of Facilities
215 N. 1st Avenue East
Duluth, Minnesota 55802

or to such other persons or addresses as the parties may designate to each other in writing from time to time.

VII. COMPLIANCE WITH AGREEMENT

The rights of City to occupy and use the Licensed Premises are subject to City's compliance with the undertakings, provisions, covenants, and conditions herein.

VIII. APPLICABLE LAW

The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those state courts located within St. Louis County, Minnesota.

IX. AMENDMENTS

Any amendments to this Agreement shall be in writing and shall be executed by the same individuals who executed this Agreement or their successors in office.

X. SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent-jurisdiction to be illegal or in conflict with any law, then the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

XI. AUTHORITY TO EXECUTE AGREEMENT

ISD 709 represents that they are the owners of the Licensed Premises and the individuals signing below have the authority to execute this Agreement on behalf of ISD 709.

XII. ENTIRE AGREEMENT

This Agreement, including exhibits, constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party. This Agreement may be executed in counterparts, which together shall form one original.

XIII. RESTORATION

City will grade the Licensed Premises with class 5 gravel and install a new fence in the same location as the existing fence using fencing materials substantially equivalent to the existing fence promptly after completing its work.

XIV. INDEMNIFICATION

City and ISD 709 shall each be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party. City's and ISD 709's liability shall be governed by the provisions of Minnesota Statutes Chapter 466 and other applicable law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below.

CITY OF DULUTH

**INDEPENDENT SCHOOL
DISTRICT NO. 709**

By: _____
Mayor

By: Catherine Erickson

Its: CFO

Attest:

City Clerk
Date Attested: _____

Printed Name: Catherine Erickson

Dated: 01/10/2020

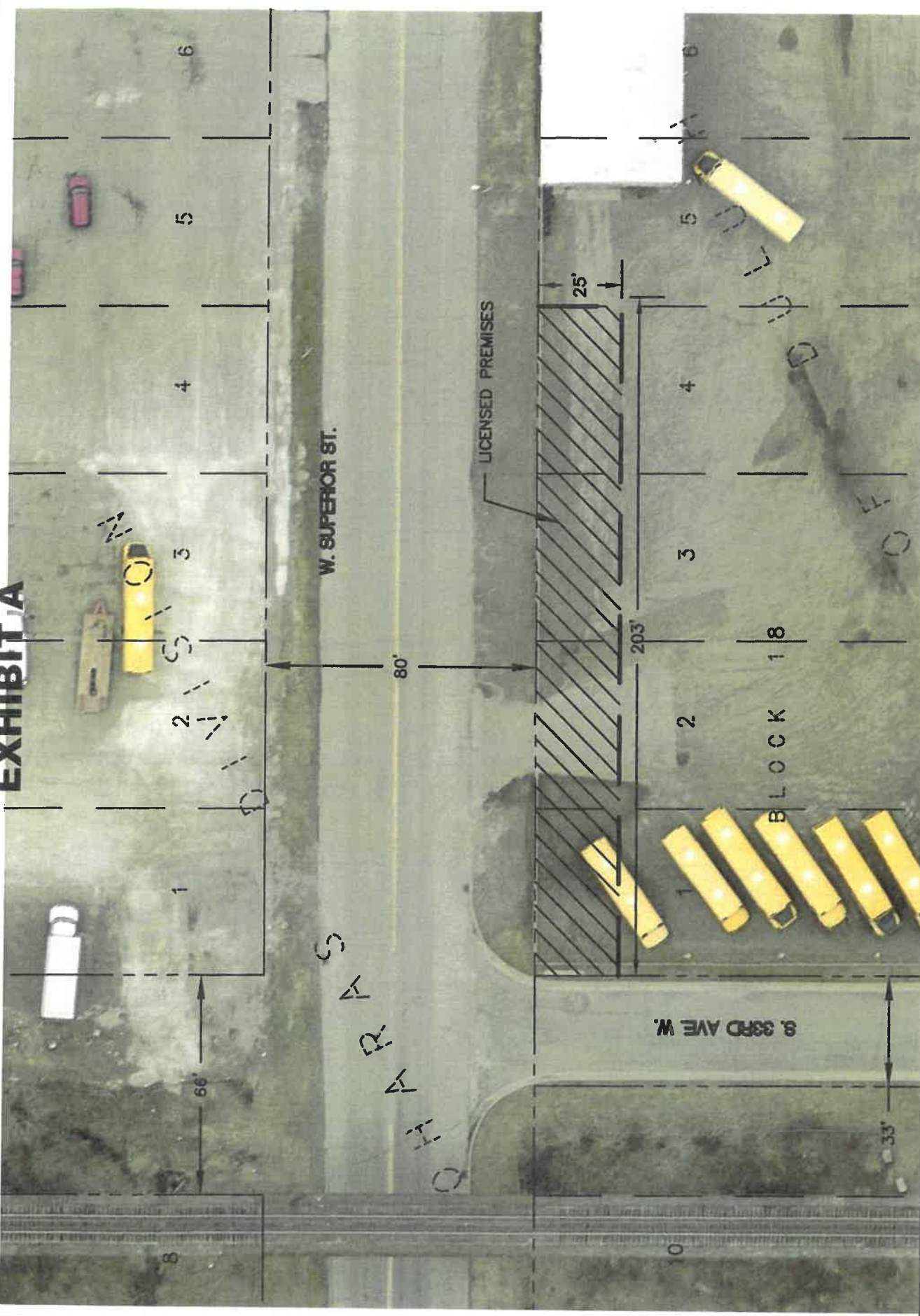
Approved as to form:

City Attorney

Countersigned:

City Auditor

EXHIBIT A



FILE NO.
DULUT 109680

DATE
06/11/2018

SHEET
1 OF 1

I hereby certify that this street vacation exhibit has been checked and approved this _____ day of _____ 20____.

Signature: _____ City Engineer
Printed Name: _____ Date: _____

**LOT 1 THROUGH 4
BLOCK 18
OHARAS DIVISION OF
DULUTH, MN**

PHONE: 218.279.3000
418 W. SUPERIOR ST
STE 200
DULUTH, MN
55802-1512
www.sehinc.com

NO.	BY	DATE	REVISIONS

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Signature: _____ Lic. No. 45848
Printed Name: CHRIS A. LARSEN Date: 04/24/18

DRAWN BY: ACO
CHECKED BY: CAL
SURVEYED BY: N/A



Portrait Agreement

Lifetouch ID 35719
 School Year 2019 - 2020
 Type Renewal

ACCOUNT & CONTACT INFORMATION

Account Name	Piedmont Elementary School	Phone	218-336-8950	Enrollment	570
Address	2827 Chambersburg Ave	Fax		Grades	PK-5
City, State Zip	Duluth, MN 55811	District ID	266929		
Contact Title/Role	Name	Phone	Email Address		
Principal	Beth Shermoen	218-336-8950	beth.shermoen@isd709.org		
Secretary	Jodi Keller	218-336-8950	jodi.keller@isd709.org		

PICTURE DAY EVENTS

Event Type	Picture Date(s)	Sell Method	# Photographed	Start Time	End Time	# Cameras	Setup Location	Notes
Spring Individuals (ORIGINAL)	3/27/2020	PrePay	113	8:00 AM	1:00 PM	1	Media Center - Room 122	

Account Services

Parent Notify Enrollment	<input type="checkbox"/>	Parent Notify Contact		Yearbooks	<input type="checkbox"/>
Host Portal Access	<input type="checkbox"/>	Host Portal Primary User Invitation Email		Yearbook Provider	
Host Portal Primary User		Store Front Enrollment	<input type="checkbox"/>	Store Front Contact	
Student IDS	<input type="checkbox"/>	Staff IDS	<input type="checkbox"/>	Barcoded IDs	<input type="checkbox"/>
Punched IDs	<input type="checkbox"/>	SmileSafe Cards	<input type="checkbox"/>	Class Picture	<input type="checkbox"/>

Notes

SPECIAL REQUESTS & PROMOTIONS

Spring Individuals (ORIGINAL)	Incentive method:	Percentage per package	Description:	Spring - 20% Commission less Sales tax from Original Picture Day paid package orders: A-F & CYOP

AGREEMENT TERMS & SIGNATURE

During the Agreement Term, Lifetouch National School Studios Inc. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Account / School Representative	Date Signed:	Lifetouch Representative	Date Printed:
Signature <i>Victoria E. Olson</i>	1-22-20	Signature	

**SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT 709
(ADULT BASIC EDUCATION PROGRAM &
AREA LEARNING CENTER) 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 on behalf of its ADULT BASIC EDUCATION PROGRAM & AREA LEARNING CENTER** (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 Seventy Eight Thousand Five Hundred Dollars and no/100 (\$378,500) 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 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 Forty-Five Thousand Nine Hundred and Thirty Dollars and no/100th (\$45,930) 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. Fulfill the roles and responsibilities as outlined in the P2P Partner Roles and Responsibilities Summary, *Exhibit C*.
- C. 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.

- D. 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.
- E. 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.
- F. Coordinate with City staff on scheduling for services and/or workshops.
- G. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.
- H. Facilitate City's Fiscal and Program Monitoring and assist in the completion of the DEED Jobs Bill Grant Minnesota Pathways to Prosperity Monitoring Guide, attached hereto as **Exhibit E**. Fiscal sub-recipient monitoring will be conducted once per state fiscal year ("SFY"); Program monitoring will be conducted once per quarter.
- I. Sign Grantee Obligation Checklist, attached as **Exhibit F**.
- J. 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, 2021. 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 \$22,965 in the SFY 2020 and \$22,965 in SFY 2021 with the total amount not to exceed \$45,930. City will pay Grantee for all services performed under this Agreement. Grantee's proposed budget is attached as **Exhibit D**. 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. For SFY 2020, a final invoice must be received by July 30, 2020; for SFY 2021 a final invoice must be received by July 30, 2021. 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. 1st Street
Duluth, MN 55802
218-730-5241

GRANTEE: Independent School District 709
Attn: Patricia Fleege
215 N. 1st Ave. E.
Third Street Entrance
Duluth, MN 55082
218-336-8790

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 is 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 shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

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

By  _____
Mayor

By  _____

Attest:  _____
City Clerk

Its: CFO _____

Date Attested: 12/19/2019 _____

By: _____

Counter-signed:  _____

Its: _____

City Auditor

As to form:  _____

City Attorney

ATTACHMENTS

Exhibit A: Project Specific Plan/Work Plan/Budget

Exhibit B: Award Letter

Exhibit C: P2P Partner Roles and Responsibilities Summary

Exhibit D: Grantee's Budget

Exhibit E: Jobs Bill Grant Minnesota Pathways to Prosperity Monitoring Guide

Exhibit F: Grantee Obligations Checklist

EXHIBIT A

**STATE OF MINNESOTA
PROJECT SPECIFIC PLAN
ORIGINAL CONTRACT**

Master Contract # DULUTH2016M
 Term of Master Contract 7/20/2016-6/30/2021
 Master Supplier Contract # 109704
 Contract ID # 9047800

GRANTOR / STATE	GRANTEE
MN Department of Employment and Economic Development Employment and Training Programs (ETP) Division 1 st National Bank Building 332 Minnesota Street – Suite E200 Saint Paul, MN 55101-1351	City of Duluth Workforce Development 402 W. First St. Duluth, MN 55802
GRANT MANAGER (Contact)	GRANTEE CONTACT
Name: Ann Meyers Title: Adult Career Pathways Grant Coordinator Telephone Number: 651-259-7174 Email: ann.meyers@state.mn.us	Name: Elena Foshay Title: Director Telephone Number: 218-730-5241 Email: efoshay@duluthmn.gov

Required Attachments:
 Attachment 1: Work Plan
 Attachment 2: Budget
 Attachment 3: Terms and Conditions

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 am authorized to submit this Project Specific Plan on behalf of the Grantee.

(Signature) Date: 11/14/19

Printed Name and Title of Authorized Representative: Elena Foshay

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 in stated herein.

(Signature) Date: 11/15/19

Printed Name of Authorized Representative: Marc Majors
 Title: Interim Director, Employment and Training Programs (ETP) Division
 Agency: Minnesota Department of Employment and Economic Development

FOR DEED OFFICE USE ONLY

Program Name:		
Contract Start Date:	<u>11/15/2019</u>	Original Contract Amount: <u>\$ 189,250</u>
Contract End Date:	<u>6/30/2020</u>	
Match/Leverage Required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Procure-It #	SWIFT Contract ID	SWIFT PO Number #
<u>50483</u>	<u>169211</u>	<u>3000391537</u>
NGA #	SWIFT Vendor Number + Location	
<u>19-9</u>	<u>0000197681-001</u>	

AFS Signature:

Encumbrance Date: 11/14/19

23836

Indirect Cost Rate
RPR

(Not Applicable at this time)

NGA # 19-9

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
FEDERAL											
PY19 WIOA Youth Formula Grant	04/01/2019 - 03/31/2021	9043600	\$331,191.00	\$0.00	\$331,191.00	\$331,191.00	17-259	WIOA Youth	1.6	3-369574	157007
PY19/FY20 WIOA Adult Mod #1 (2nd Allotment)	07/01/2019 - 06/30/2021	9043100	\$236,851.00	\$0.00	\$236,851.00	\$236,851.00	17-258	WIOA Adult	4.8	3-379102	163316
PY19/FY20 WIOA DW Mod #1 (2nd Allotment)	07/01/2019 - 06/30/2021	9048000	\$83,373.00	\$0.00	\$83,373.00	\$83,373.00	17-278	WIOA DW	4.8	3-379427	163660
Senior Community Service Employment Program (SCSEP)	07/01/2019 - 06/30/2020	0045100	\$102,361.00	\$0.00	\$102,361.00	\$102,361.00	17-235	SCSEP	5	3-380502	164446
OTHER											
SFY 20 MN Youth Program	07/01/2019 - 06/30/2020	0046400	\$143,623.00	\$0.00	\$143,623.00	\$143,623.00	N/A	N/A	2	3-373488	159106
SFY 20 Youth at Work Competitive Grant Program	07/01/2019 - 06/30/2020	0048801	\$60,000.00	\$0.00	\$60,000.00	\$60,000.00	N/A	N/A	3	3-378627	162756
PY19/FY20 State DW	07/01/2019 - 06/30/2021	9048500	\$146,195.00	\$0.00	\$146,195.00	\$146,195.00	N/A	N/A	4	3-379198	163353
SFY20 Higher Education Career Adviser Program (HECAP)	10/16/2019 - 06/30/2020	0046301	\$23,000.00	\$0.00	\$23,000.00	\$23,000.00	N/A	N/A	7	3-386504	167671
SFY20 Pathways to Prosperity	11/15/2019 - 06/30/2020	9047800	\$0.00	\$189,250.00	\$189,250.00	\$189,250.00	N/A	N/A	9	3-391637	169211
WDF											
TOTAL			\$1,126,594.00	\$189,250.00	\$1,315,844.00	\$1,315,844.00					

APPROVED BY:

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

DATE ISSUED:

1/18/19

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

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

Pathways to Prosperity Grant Summary Sheet

Grantee: City of Duluth		Grant #: 9047800	
1. Organization Name:	City of Duluth Workforce Development		
2. Physical Address	402 W. First St, Duluth MN 55802	8. Mailing Address	402 W. First St, Duluth MN 55802
3. Director Name and Title:	Elena Foshay, Director	9. Program Contact Name:	Betsy Hill, Employment Technician
4. Director Telephone:	218-730-5241	10. Program Contact Telephone:	218-730-5228
5. Director Email:	efoshay@duluthmn.gov	11. Contact Email:	bhill@duluthmn.gov
6. Workforce One Primary Contact Name:	Betsy Hill	12. Workforce One Primary Contact Information:	Same as above
Program Information:			
12. Project Name:	Duluth Career Pathways Program		
13. Project Summary:	This project will train 90 individuals through three career pathway options: Certified Nursing Assistant, Health Services, and Transportation for the construction industry. Through our On-ramp, Bridge, and Integrated components, participants will have multiple entry and exit points and Navigator support to ensure their success in training and employment.		
14. Model Awarded:	3		
15. Target Population Served:	Individuals with one or more barriers to employment: People of color, low-income adults, individuals with a criminal background, individuals with disabilities, long-term unemployed, individuals who lack stable housing, individuals with limited English or math proficiency		
16. Amount of Award:	SFY 20: \$189,250. SFY 21: \$189,250.		
17. SFY 20 Participants Enrolled:	32		
18. SFY 21 Participants Enrolled	58		
19. Total Number of Participants Enrolled:	90		
20. Training Providers:	Lake Superior College, American Red Cross		
21. Compensated Partners:	ISD709 Adult Basic Education, Lake Superior College, SOAR Career Solutions, American Red Cross		
22. Adult Basic Education Partner:	ISD709 Adult Basic Education		
23. On-Ramp Certificate(s): (Model 1 and 3 only)	CareerQuest, Mind Over Matters, North Star Digital Literacy, Creative Job Search, CareerForce work readiness classes		
24. Bridge Credential(s): (Model 2 and 3 only)	Commercial Driver's License, Certified Nursing Assistant, Health Services certificate		
25. Integrated Credentials: (Model 3 only)	<p>CDL: 10 credits which can be applied towards the Advanced Truck Driving Certificate (16 credits) or as electives towards any other LSC degree.</p> <p>CNA: 4 credits that meet a pre-requisite for LPN and RN programs.</p> <p>Health Services: 4 credits (3 for Medical Office Procedures and 1 for Medical Terminology) which meet requirements for many health career programs.</p>		

Attachment 1. Work Plan

Complete the Work Plan as applicable to your proposal. Use additional pages as necessary. Please see the General Definitions for information regarding the performance measures required in the Work Plan table. Data entered must be numeric and must be cumulative from quarter to quarter. "Average Increase in Wage/Earnings" is the difference between the average enrollment wage and average exit wage, as documented in the *Demographic Summary Report in Workforce One*-this is an average of all enrolled participants.

	Quarter 1: Grant Start Date through 12/31/19	Quarter 2: Grant Start Date through 03/31/20	Quarter 3: Grant Start Date through 06/30/20
Total participants enrolled	0	25	32
Total participants enrolled in training	0	22	30
Total Participants completing training	0	0	22
On-Ramp Certificates attained (Model 1 & 3)	0	5	10
Bridge Credentials attained ¹ (Model 2 & 3)	0	0	18
Integrated Credentials attained (Model 3) ²	0	0	18
Average Increase in Wage/ Earnings	0	0	\$5.50
Exits to employment	0	0	10
All exits-Total	0	3	18

¹ Providers of credentialed training must be Minnesota Office of Higher Education compliant

Form 4A. Partnership Chart-Uncompensated Partners

List all partner organizations that will contribute resources, staff, or time to the proposed services without compensation.

Type of Organization (e.g. employer, educational institution, non-profit, etc.)	Name and Address of Organization	Type of Commitment: (time, staff, resources, space, referrals, etc.)	Key Contact Person and Telephone Number	Responsible for Workforce One Data Entry
Employer	Afteno 510 W. College St Duluth, MN 55811	Time, staff, connection to employment	Shayla Drake, HR Coordinator 218-728-6600	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Employer	Essentia Health 407 E. 3 rd St. Duluth, MN 55805	Time, staff, connection to employment	Kim Burke, Workforce Development Specialist 218-786-4017	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Employer	St. Luke's 915 E 1 st St Duluth, MN 55805	Time, staff, connection to employment	Taylor McCormick, Recruiter 218-249-6973	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Employer	Ecumen Lakeshore 4002 London Rd. Duluth, MN 55804	Time, staff, connection to employment	Jena Evans, Community Relations Manager 218-625-7838	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Employer	Northland Construction 4843 Rice Lake Rd Duluth, MN 55803	Time, staff, connection to employment	Scott Kyrola, President 218-722-8170	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Employer	MNDOT 1123 Mesaba Ave Duluth, MN 55811	Time, staff, connection to employment	Robin Jordan, HR Specialist 2 218-725-2712	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Form B. Partnership Chart-Compensated Partners

List all partners that will receive compensation from this grant. It is only necessary to include operational partners, not vendors such as "Office Supply Warehouse", "Nurse Uniforms R Us". Carefully review the federal definition of subgrantee (subrecipient) versus subcontractor and categorize your partners appropriately. **Subgrantees receiving \$50,000 or more will need to be monitored by your organization.**

Type of Organization (e.g. employer, business, educational institution, etc.)	Subgrantee or Subcontract	Name and Address of Organization	Services Provided (Case Management, Training, Accounting, etc.)	Key Contact Person and Telephone Number	Responsible for Workforce One Data Entry	Anticipated total amount of compensation from grant
Educational Institution	<input checked="" type="checkbox"/> Subgrantee <input type="checkbox"/> Subcontract	Lake Superior College 2101 Trinity Rd Duluth, MN 55811	Technical Training	Tamara Arnott, Dean of Workforce Development 218-733-5923	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$132,900
Educational Institution	<input checked="" type="checkbox"/> Subgrantee <input type="checkbox"/> Subcontract	ISD709 Adult Basic Education 215 N 1 st Ave East Duluth, MN 55802	Integrated Instruction	Patty Fleege, ABE Manager 218-336-8790	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$45,930
Community Organization	<input checked="" type="checkbox"/> Subgrantee <input type="checkbox"/> Subcontract	SOAR Career Solutions 205 W 2 nd St Duluth, MN 55802	Recruitment, Case Management, Program Coordination	Emily Edison, Executive Director 218-722-3126	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$64,696
Training Provider	<input type="checkbox"/> Subgrantee <input checked="" type="checkbox"/> Subcontract	American Red Cross 431 18 th St NW Washington, DC 20006	Basic Life Support training	Kaitlin Clabaugh (800) 567-1474 x582348	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$2,540

Form C. Work Plan Narrative:

This information can be copied from your proposal, section 1-5 of the evaluation criteria. If making changes from awarded proposal, highlight all areas changed.

Section 1: Equity Analysis

Duluth Workforce Development (DWD) has a strong commitment to serving individuals who continue to be excluded from economic progress. Employment and income disparities are some of our community's greatest challenges - at a time when unemployment is at an all-time low, hovering around 3% in Duluth, unemployment rates for African Americans and Native Americans are 23% and 13% respectively. Poverty rates in our community also remain high - a staggering 65% of African American households and 50% of Native American households have incomes below the poverty line.

While just 10% of Duluth's population are people of color, more than one third of those served at CareerForce in Duluth are African American, Native American, or bi-racial. Just under 30% of those served have a disability, and most of the clients served through our programs are low-income and face other barriers to employment. SOAR Career Solutions, our case management partner, specializes in serving individuals with criminal backgrounds, and all of their clients face multiple employment barriers.

The Duluth Workforce Development Board (DWDB) has made addressing employment disparities its top priority, and is working on a number of local and regional initiatives to address equity. Increasing diversity of both board membership and staff is also a key priority. Nine percent of DWDB members list a race other than white, and 4% of board members report having a disability. Among DWD staff, 6% are people of color and 6% have a disability. The DWDB Equity Committee has been working to build

strategic relationships and recruit new members who better represent the communities we serve, with specific interest in attracting and engaging members from the African American and Native American communities. We have also been making changes that will help increase diversity of staff, including revising job descriptions to remove the college degree requirement and making changes to our hiring process to remove opportunities for implicit bias. In addition, all CareerForce staff and board members in the Northeast region are participating in an Intercultural Development Inventory process that includes individual and group work to improve both our workplace culture and the way we deliver services.

Along with our partner organizations, we have been taking a close look at how to better ensure people of color and other underrepresented communities are present at tables where decisions are made and solutions are designed. We have been actively engaging with community organizations who serve and represent people of color, and will continue working to build stronger collaborative relationships through program implementation. Part of this proposal includes resources set aside to strengthen our recruitment of eligible populations and supporting long term employment retention after completing training.

Section 2: Proposed Services

Pathway Model The proposed program is based on Model 3, and builds on our existing model offering a comprehensive and accessible training pathway linked to in-demand careers in our community. The program will serve a total of 90 participants across three pathway options: Certified Nursing Assistant (CNA), Health Services, and Commercial Driver's License (CDL). **On-ramp** (35 participants, approx. 40% of total served)

Participants testing at a 6th grade level or below, or who test higher but could benefit from this component, will be referred to ABE for reading and math remediation and basic digital literacy instruction, and to CareerForce Duluth and SOAR for pre-employment readiness training. Participants who complete the on-ramp will earn certificates for completing SOAR's CareerQuest and Mind Over Matters workshops, Creative Job Search or other employment readiness workshops at CareerForce, and/or Northstar Digital Literacy certificates through ABE. Participants will then exit to employment or continue on to Bridge training. **Bridge** (70 participants, approx. 80% of those served) Participants who test at or above a 7th grade level, or who have completed the on-ramp, will be enrolled in the Bridge. This includes 40 hours of contextualized instruction by ABE as well as instruction by Lake Superior College instructors and will result one of three industry-recognized certifications – Certified Nursing Assistant, Health Services Credential, or Commercial Driver's License. CNA participants will also earn a Basic Life Support certification. Health Services participants could also earn additional Northstar Digital Literacy certificates in Microsoft Office and email skills. Bridge participants who elect to take their classes for college credit will be enrolled in Integrated training. **Integrated** (70 participants, 80% of those served) Technical instruction will be taught by LSC, with in-class support provided by ABE. Students will earn college credit to be applied toward furthering their educations in their chosen career pathway. CDL students will earn 10 credits which can be applied towards the Advanced Truck Driving Certificate (16 credits), or the credits can be used to satisfy elective credits towards any degree. CNA students will earn 4 credits that meet a pre-requisite for LPN and RN programs. Health Services students will earn 4

credits (3 for Medical Office Procedures and 1 for Medical Terminology) which meet requirements for many health career programs.

We continue to choose these career pathways because they meet a critical need among employers, offer many opportunities for continued education and advancement, and are accessible to eligible populations we serve. Healthcare is the region's largest industry, with projected job growth of 10% in the next decade. Nursing Assistants and Health Information Technicians are both among the highest occupations in demand within healthcare. In the construction industry, more than \$1 billion in projects will break ground this year, including major highway and road construction projects. Truck drivers earn a good wage, and represent a top in-demand occupation in our region. There are approximately 300 individuals in the construction industry working in material transportation, and demand will grow as local construction contractors hire more drivers to transport materials to and from project sites. These projects, particularly the MNDOT Twin Ports Interchange project and upcoming City of Duluth road projects, carry women and minority hiring goals that will create opportunities for CDL graduates.

Program Components All seven required components are addressed in this model. The program aligns with our two regional sector strategies. Participants may enter at the On-ramp or Bridge, and may successfully exit to employment after completing the On-ramp, Bridge, or Integrated components. Partners will actively collaborate on implementation, and will meet regularly to ensure delivery is successful. Employers will also be actively engaged, attending Bridge and Integrated training to talk about job opportunities and long-term career pathway options and conduct mock interviews. Participants receive contextualized instruction at all levels, and will have the opportunity

to earn certificates, industry-recognized credentials, and college credit. Throughout training, participants will receive comprehensive support from skilled Navigators at SOAR and DWD. In addition to case management and job placement assistance, Navigators will serve as a consistent point of contact for both participants and instructors, intervening to problem solve early and often. Navigators will also make referrals as needed to other resources in the community and through LSC.

Program Innovations Using lessons learned from the previous round, we have made several improvements and innovations aimed at improving our effectiveness and the quality of services we provide. For the CNA pathway, we have further developed and strengthened bridge and integrated instruction, resulting in better collaboration between the ABE and LSC instructors in delivering the curriculum. We have also added the opportunity for some CNA graduates to earn their Trained Medication Aide certificate, which opens up additional, higher-paid employment opportunities. For the CDL pathway, we have adapted the program to new federal Department of Transportation rules, to ensure participants are getting the best and most up-to-date training available. This includes use of new simulators at LSC, where participants get additional practice before beginning the on-the-road portion. For Health Services, we have worked with employers to refine the curriculum and ensure it aligns with skills required for specific jobs. We have also added completion of Medical Office Procedures for 3 additional credits, and orientation toward a broader range of healthcare career pathways, including aging services and behavioral health. For all pathways, additional time is built in for regular check-ins between Navigators and instructors, to ensure participants are getting the best attention and support needed to complete training.

Staffing Plan DWD and SOAR each have dedicated staff who will be responsible for recruitment, assessment, enrollment, case management, job placement, and all Workforce One data entry. SOAR and DWD will also provide employment readiness training woven throughout the On-ramp, Bridge, and Integrated components. ABE teachers, all of whom have prior experience working with our three career pathways, will provide On-ramp, Bridge, and Integrated instruction. LSC instructors are industry professionals, and will provide credit-bearing technical instruction.

Outcomes Of the 90 individuals served through the program, 35 will participate in On-ramp training and 70 will enroll in the Bridge and Integrated components. Of those who begin Integrated training, 80% will graduate. Participants in the CNA pathway will earn 3 units of college credit, and will complete 140 hours of Bridge and Integrated technical instruction before passing the NATO exam. Participants in the Health Services pathway will earn up to 4 college credits, and will complete 224 hours of Bridge and Integrated technical instruction. Participants in the CDL pathway will earn 10 college credits, and will complete more than 260 hours of Bridge and integrated technical instruction. Across all pathways, 90% of those who graduate will be placed in employment, with an average increase in wage of \$5.50.

Section 3: Geographical Location

This project will serve participants living in and around Duluth, and aligns with the two primary industry sectors outlined in our regional plan – construction and healthcare. There are employer-led sector initiatives for both, and each have identified both recruitment and retention as a significant challenge. Region-wide, there are just 0.7 jobseekers per vacancy, and the workforce shortage is putting pressure on all

businesses. According to LMIWise, our region projects 311 annual openings for Nursing Assistants, with a median wage of \$14.89 per hour; 121 annual openings for Medical Secretaries and Medical Records Technicians, with a median wage of \$17.97-\$21.61 per hour; and 500 annual openings for Heavy and Tractor-Trailer Truck Drivers, with a median wage of \$20.46 per hour. DEED data on racial disparities in employment outcomes after college shows that the wage gap between whites and individuals of other races shrinks when individuals complete a degree or certification and enter a high-wage, high-demand career pathway in hospitals or construction. Employers in both sectors have also expressed interest in improving recruitment and retention of people of color, and are open to new ideas in how to hire and support individuals with disabilities or barriers to employment as a way to address their workforce needs.

Section 4: Partnerships and Collaborations

There are many critical partnerships that will support implementation of this program. SOAR Career Solutions will assist in recruitment, case management, and placement of program participants. SOAR will also be an active partner in overall program coordination. Our local ABE office will manage TABE testing of all program applicants, and provide bridge and integrated instruction. Lake Superior College will provide technical instruction and classroom space for all training classes.

Employers are critical partners in this program. In addition to helping design training curriculum that teaches relevant skills, employers will engage with the class during training in a number of ways. All will visit the class to talk about a typical day on the job, and what it takes to succeed. All will assist with mock interviews to allow participants to practice their skills. Where possible, employers will also host visits to work sites so

participants may see work in action. And all employers are committed to considering graduates for open positions.

Section 5: Participant Recruitment, Intake, and Retention Strategy

There are many lessons learned that have helped inform our approach to recruitment for this program. To start, LSC will ensure training for this round can be scheduled at times when parents are more available to attend, which will help with recruitment. Additionally, we will implement a number of new recruitment strategies:

- Launch of a marketing campaign, including website, marketing materials, and social media;
- Engagement sessions in partnership with community organizations serving people of color and delivered in a culturally relevant format;
- In-person outreach through churches, affordable housing complexes, and community social gatherings;
- Presentations to MFIP employment counselors from all community providers, with detailed information including Labor Market Information, wages, and career pathway opportunities;
- Partnership with YES Duluth, our youth program, to recruit graduating seniors.

Once interested individuals are identified, the client is assessed using a structured interview process based on MFIP employability measures to determine their likelihood to succeed in their chosen goal. This step may illuminate the need for referral to other agencies or resources to help achieve the stability needed to succeed. Reading and Math testing is administered to assess a grade level assessment of those skills, and determine whether the individual should start at the On-ramp or Bridge. At time of enrollment, an individual employment plan is written in cooperation with the client and revisited at least once per year. Participants take part in one-on-one and group employment readiness training, including SOAR's CareerQuest and Mind Over Matters

workshops and CareerForce employment readiness workshops for those enrolled in the On-ramp. Supportive services are available based on assessed need to provide things like transportation assistance and appropriate work clothes and shoes. We will utilize \$100 in supportive services funds per class to purchase refreshments for the graduations of all 6 classes at the conclusion of the bridge and integrated trainings. We have found these graduations to be very important to the students as it's a wonderful opportunity for their families, support systems and trainers to come together to honor their accomplishments. The funds will be used for refreshments for these graduations. During training, Navigators visit the class at least once a week to check in with participants and instructors. After training is completed, Navigators remain in frequent contact to focus on job placement, continued education, and additional support needs. Participants who are eligible and interested in continuing their education may be co-enrolled in WIOA Adult or connected to employer-based initiatives aimed at supporting career advancement.

Previous P2P training classes have been successful. Over the past two years, we have served a total of 68 individuals to date, with more expected in our final Health Services class. Of those enrolled in each, 71% completed Bridge training and 84% completed Integrated training and earned a credential. Additionally, 85% made educational functioning level gains. To date, 21 graduates have been placed in employment.

Attachment 2: Budget

Please complete budget form in cumulative manner. Leveraged funds are not required, however grantees are encouraged to leverage federal, private, or other funds. You are also not required to use all cost categories. Please see "Fiscal – Guidance on Cost Category Definitions" to determine how to categorize expenditures.

TOTAL COST PER PARTICIPANT \$4,205 (Total award divided by the total number of participants)

		Total DEED BUDGET			Leveraged Funds	Total Project Budget
Office Use Only	Cost Category	Quarter 1: Grant Start Date through 12/31/2019	Quarter 2: Grant Start Date through 03/31/2020	Quarter 3: Grant Start Date through 06/30/2020	Total Leveraged Funds ² (if applicable)	Total Project Funds
883	Administrative Costs ³	\$2,923	\$6,207	\$17,204	\$11,917	\$29,121
885	Direct Services	\$28,483	\$57,467	\$93,800	\$62,715	\$156,515
888	Direct Customer Training	\$0	\$0	\$68,968	\$0	\$68,968
828	Support Services Costs ⁴	\$750	\$4,607	\$9,278	\$4,000	\$13,278
	Total:	\$32,156	\$68,281	\$189,250	\$78,632	\$267,882

² Leveraged funds are non-DEED funds (e.g. cash, in-kind contributions, or other state, federal, or private funds).

³ Administrative costs cannot exceed 10% of total award and/or expenditures.

⁴ Programs that intend to use stipends and/or incentives in their programs must also submit a separate document outlining all parameters, policies and procedures around the incentives or stipends.

23836

TERMS & CONDITIONS

DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT (DEED) – EMPLOYMENT & TRAINING PROGRAMS (ETP) DIVISION

This exhibit provides the 1) Contacts, 2) Funding Information and Limitations, 3) Items Required During the Grant Period, 4) Printable Notice Links, and 5) Annual Items.

1) CONTACTS:

DEED Employment and Training Programs (ETP) Division Contacts (Phone & Email)

Interim Director

Marc Majors
(651) 259-7595
Marc.Majors@state.mn.us

Adult Programs Director

Nancy Omondi
(651) 259-7525
Nancy.Omondi@state.mn.us

Supervisor, Adult Career Pathways

Anne Kukowski
651-259-7530
Anne.Kukowski@state.mn.us

Program Coordinator

Vanessa Roman
(651) 259-7578
Vanessa.Roman@state.mn.us

Program Coordinator

Enock Kakuuku
651-259-7581
Enock.Kakuuku@state.mn.us

Monitor/Fiscal Contacts

Maria Cantu
(651) 259-7574
Maria.Cantu@state.mn.us

Program Coordinator

Ann Meyers
651-259-7174
Ann.Meyers@state.mn.us

Chris Ortega

(651) 259-7580
Chris.Ortega@state.mn.us

Finance Contacts

RPR Submittal Address:

JoAnne Beaudry
(651) 259-7577

Email

DEED.FSR@State.mn.us

Joanne.Beaudry@state.mn.us

2) **FUNDING INFORMATION AND LIMITATIONS:**

DUNs Number: Grantee must be registered and current with <https://www.sam.gov/portal/SAM/#1>

Uniform Guidance §200.331 - Requirements for grantees:

- (1) A requirement that the grantee permit the state agency and auditors to have access to the grantee's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
- (2) Appropriate terms and conditions concerning closeout of the sub-award.

Cost Category Definitions: See Planning Instructions

Administration Limit: No more than ten percent (10%) may be expended for administration

3) **ITEMS REQUIRED DURING THE GRANT PERIOD:**

Monthly Reimbursement Payment Request (RPR) – Template (for completion) – Due no later than the 20th of the month following the preceding month end (i.e. July, 2019 RPR is due August 20, 2019).
Report accrued monthly expenditures.

Quarterly Report – Completed quarterly, form available at <https://www.mn.gov/deed/acp>

4) **ITEMS BELOW ARE REQUIRED TO BE PRINTED AND POSTED:**

Americans with Disabilities Act – Notice to the Public:

<https://apps.deed.state.mn.us/assets/policies/doc/nonwfcada.docx>

Minnesota Employment Law Posters (for Printing): <http://www.doli.state.mn.us/ls/Posters.asp>

Federal Employment Law Posters (For Printing): <http://www.dol.gov/compliance/topics/posters.htm>

5) **ANNUAL ITEMS, SENT ON FIRST AWARD OF FISCAL YEAR:**

If you have multiple grants with DEED Employment and Training, these items are only required to be submitted by the organization once per fiscal year, regardless of the number of grants.

Fiscal Monitoring Guide - Complete and return to WSCD.Notifications@state.mn.us within 30 days from receipt of grant package

Annual Assessment - Complete and return to WSCD.Notifications@state.mn.us within 30 days from receipt of grant package

EO ADA Annual Assessment – Complete and return to WSCD.Notifications@state.mn.us within 30 days from receipt of grant package

Minnesota Department of Employment and Economic Development
332 Minnesota St. Suite E-200
St. Paul, MN 55101

Exhibit B

September 6, 2019

Elena Foshay

City of Duluth Workforce Development
402 W. 1st St.
Duluth, MN 55802

Dear Ms. Foshay,

On behalf of the Department of Employment and Economic Development, we would like to thank you for your interest in the Pathways to Prosperity Competitive Grant. We received nearly \$21 million funding requests and we had only \$10,940,160 available to award in this funding cycle.

It is our pleasure to inform you that your organization's proposal, "Duluth Career Pathways Program", has been selected to receive a grant of \$189,250 for State Fiscal Year 2020 and \$189,250 for State Fiscal year 2021. Ann Meyers, Adult Career Pathways Program Coordinator will contact you to finalize your award. Ms. Meyers can be reached at Ann.Meyers@state.mn.us

DEED will be hosting a webinar for Pathways to Prosperity Competitive grantees in order to answer any questions organizations may have about contracting with DEED, project implementation and reporting requirements. This meeting/webinar will be held this fall; more details to follow.

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,



Steve Grove
DEED Commissioner



Hamse Warfa
Deputy Commissioner
Workforce Development

P2P 2020-2021 Partner Roles and Responsibilities

	Duluth Workforce Development	SOAR Career Solutions	Lake Superior College	Adult Basic Education
Recruitment	<p>Conduct outreach and recruitment through a variety of channels</p> <p>Conduct eligibility screening and finalize class participant list</p>	<p>Conduct outreach and recruitment through a variety of channels</p> <p>Conduct eligibility screening and finalize class participant list</p>	<p>Share information about training through available communication channels</p> <p>Refer interested individuals to DWD and/or SOAR for eligibility screening</p> <p>Provide clear guidelines for requirements/prerequisites for LSC component of training</p>	<p>Share information about training through available communication channels</p> <p>Refer interested individuals to DWD and/or SOAR for eligibility screening</p>
Enrollment	<p>Enroll participants in grant through Workforce One, ensuring all required paperwork is complete and prior to incurring any expenses</p> <p>Assist students in completing LSC enrollment steps by deadline</p>	<p>Enroll participants in grant through Workforce One, ensuring all required paperwork is complete and prior to incurring any expenses</p> <p>Assist students in completing LSC enrollment steps by deadline</p>	<p>Clearly communicate all enrollment process steps to partners</p> <p>Ensure all students are enrolled at LSC by the start of class</p> <p>Pro-actively communicate with DWD and SOAR case managers about enrollment problems/barriers to ensure they are resolved before class starts</p>	<p>Administer TABE test prior to enrollment</p> <p>Allow class time to complete LSC enrollment steps if needed</p>

<p>On-ramp Portion</p>	<p>Refer applicants testing below a 6th grade level on reading or math, or requiring basic computer literacy skills, to ABE for skill development</p> <p>Provide basic work readiness skill development through CareerForce workshops</p>	<p>Refer applicants testing below a 6th grade level on reading or math, or requiring basic computer literacy skills, to ABE for skill development</p> <p>Provide basic work readiness skill development through Mind Over Matters and CareerQuest</p>	<p>No role during on-ramp</p>	<p>Provide math, reading, and digital literacy instruction to on-ramp participants</p>
<p>Bridge and Integrated Instruction Portion</p>	<p>Regularly check in with students and instructor on progress and support needs</p> <p>Communicate with instructors to help track attendance and follow up with students who are struggling in class</p>	<p>Regularly check in with students and instructor on progress and support needs</p> <p>Communicate with instructors to help track attendance and follow up with students who are struggling in class</p>	<p>Provide ABE instructor with class outline and materials to support pre-training preparation</p> <p>Track student attendance using sign-in sheets</p> <p>Communicate with job counselors to help track attendance and follow up with students who are struggling in class</p> <p>Provide effective and engaging career skills instruction in Health Services, CAN, CDL, carpentry, and machine operating</p> <p>Hire and provide adequate orientation and training on LSC systems and processes to LSC instructors</p> <p>Participate in planning for curriculum and classroom integration between LSC and ABE instructors</p>	<p>Communicate with job counselors to help track attendance and follow up with students who are struggling in class</p> <p>Provide bridge instruction as part of each training cohort</p> <p>Participate in curriculum and lesson planning coordination between LSC and ABE instructors</p> <p>Provide open lab and in class support to students to ensure learning objectives are achieved</p> <p>Assist LSC instructor in differentiating instruction to serve different students' needs</p> <p>Support individual and group work; Provide technology assistance</p> <p>Support students in developing study and test taking skills</p> <p>Assist students in catching up after an absence</p>

<p>Job Readiness</p>	<p>Provide one-on-one job readiness counseling to participants</p> <p>Assist participants in creating resumes and cover letters and addressing barriers to employment</p>	<p>Provide one-on-one job readiness counseling to participants</p> <p>Assist participants in creating resumes and cover letters and addressing barriers to employment</p>	<p>Ensure training curriculum effectively teaches skills required to succeed on the job</p>	<p>Assist in providing job readiness instruction</p>
<p>Job Placement</p>	<p>Provide one-on-one job placement support to participants</p> <p>Work with LSC instructors to coordinate employer participation during training classes</p>	<p>Provide one-on-one job placement support to participants</p>	<p>Work with DWD to coordinate employer participation during training classes</p>	<p>n/a</p>
<p>Grant Management</p>	<p>Provide overall budget oversight</p> <p>Convene and facilitate partner coordination meetings</p>	<p>Fulfill recruitment, enrollment, and placement goals laid out in sub recipient agreement</p> <p>Participate in partner coordination meetings</p> <p>Designate point person to manage all components of program implementation including tracking timelines and deadlines</p> <p>Assist in problem solving to ensure quality of student experience</p>	<p>Actively participate in partner coordination meetings</p> <p>Assist in problem solving to ensure quality of student experience</p> <p>Designate point person to manage all components of program implementation including tracking timelines and deadlines</p>	<p>Actively participate in partner coordination meetings</p> <p>Assist in problem solving to ensure quality of student experience</p> <p>Designate point person to manage all components of program implementation including tracking timelines and deadlines</p>

Exhibit D

P2P SFY 2020 and SFY 2021 Budget FINAL

Pathways to Prosperity SFY 2020 and SFY 2021	Total (2-year) Budget	SFY 2020 (grant start date - June 30, 2020)	SFY 2021 (July 1, 2020 - June 30, 2021)
ISD #709 Adult Education (ABE) - Total Budget >	\$45,930.00	\$22,965.00	\$22,965.00
833 - Administration Costs	\$3,630.00	\$1,815.00	\$1,815.00
885 - Direct Services	\$21,600.00	\$10,800.00	\$10,800.00
838 - Direct Customer Training	\$20,700.00	\$10,350.00	\$10,350.00
828 - Support Services Costs	\$0.00	\$0.00	\$0.00

833 - Administrative Costs - Totals for All Agencies > Administration and general management functions - salaries/fringe for finance, program direction, coordination, management, reporting, monitoring, and audit; maintenance, equipment, postage, office supplies, phone, print, insurance, overhead, rent, utilities, travel/training	\$3,630.00	\$1,815.00	\$1,815.00
ISD #709 Adult Education	\$3,630.00	\$1,815.00	\$1,815.00

885 - Direct Services - Totals for All Agencies > Providing direct services to participants - salary/fringe for case management, career navigation, intake, assessment, orientation, IEP development, employment counseling, career planning, job development, pre-employment services (job search), Post-employment services (job retention); Rent, utilities; Staff travel/training; Short-term prevocational services (ABE) including instructional books and materials.	\$21,600.00	\$10,800.00	\$10,800.00
ISD #709 Adult Education - Total Direct Services >	\$21,600.00	\$10,800.00	\$10,800.00
On-ramp	\$6,000.00	\$3,000.00	\$3,000.00
Bridge curriculum preparation (10 hours per class)	\$3,000.00	\$1,500.00	\$1,500.00
Bridge instruction (40 hours per class)	\$12,000.00	\$6,000.00	\$6,000.00
Books and Materials	\$600.00	\$300.00	\$300.00
	\$0.00		

838 - Direct Customer Training - Totals for All Agencies > Participant tuition and required books, tools, uniforms, and fees. Staff salary/fringe in the classroom. Participant wages/fringe for work experience, OJT	\$20,700.00	\$10,350.00	\$10,350.00
ISD #709 Adult Education - Total Direct Customer Training >	\$20,700.00	\$10,350.00	\$10,350.00
Integrated instruction - CDL (9 hours x \$50 x 7 weeks)	\$6,300.00	\$3,150.00	\$3,150.00
Integrated instruction - C N A (9 hours x \$50 x 7 weeks)	\$6,300.00	\$3,150.00	\$3,150.00
Integrated instruction - Health Services (9 hours x \$50 x 9 weeks)	\$8,100.00	\$4,050.00	\$4,050.00
	\$0.00		
	\$0.00		
	\$0.00		

828 - Support Service Costs - Totals for All Agencies > Transportation, housing/rental assistance, health and medical			
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**EMPLOYMENT AND
ECONOMIC DEVELOPMENT**

ANNUAL

**Administrative and Fiscal Monitoring
Guide**

To be completed by Employment and Training Program Providers/Grantees

Return to WSCD.Notifications@state.mn.us

State Fiscal Year (SFY) 2020
Program Year (PY) 2019

Minnesota Department of
Employment and Economic Development
Employment and Training Programs Division
Fiscal/Monitoring Unit

Date of Guide: 06/18/2019

Submitted by:

Name:

Email:

Agency:

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Alternative Formats

This guide is available in alternative format(s) upon request. To arrange to receive this guide in an alternative format, please contact:

Name of Contact: Karen Lilledahl
Email: karen.lilledahl@state.mn.us
Phone Number: 651-259-7089 **TTY:** 651-296-3900

Introduction

This Guide is one of the tools used to determine whether the Minnesota Department of Employment and Economic Development's (DEED) Providers/Grantees (referred to as Grantee, moving forward) have developed and implemented sound administrative, financial and accounting strategies, policies, procedures, and systems to ensure the Grantee (itself as an entity) and any sub-grantees or sub-recipients have the administrative and fiscal capacity, and financial health to carry out the activities of the grant, serve grant participants, manage the grant funds, and segregate the multiple funding sources to ensure optimal use of the grant funds. Monitoring is not only to be carried out by DEED at the Grantee level, but also by the Grantee at the sub-grantee/sub-recipient level.

The Annual Assessments/Local Unified Plan (as applicable), Equal Opportunity (EO) and Americans with Disabilities Act (ADA) Annual Assessment, and Program Monitoring reports, etc. will be reviewed as they relate to the various sections of this Guide.

Instructions

Employment and Training Grantees are required to submit an Annual Fiscal Monitoring Guide to the Minnesota Department of Employment and Economic Development (DEED) in order to receive and continue to receive federal, state, and other funding.

Return this populated guide to: WSCD.Notifications@state.mn.us, with the following attachments:

- [Liability Insurance Policy](#)
- Most recent Audit Report, if not on file with DEED.
- Inventory List of equipment and other purchases made with DEED grant funds.
- Organizational Chart for the agency.
- Chart of Accounts related to DEED's grants.

All sections of this guide must be completed by the Grantee.

Staff, Comments, Questions

To be completed by the Grantee.

Staff

Grantee Staff Completing this Guide

1. **Name:**
Title:
Email Address:
2. **Name:**
Title:
Email Address:
3. **Name:**
Title:
Email Address:

Comments from the Provider/Grantee

Enter comments here

Questions for DEED staff

What questions do you have for DEED staff?

If, at any time, you have any questions, comments, or concerns related to this guide, please contact your Monitor (as indicated in the grant Terms and Conditions), or Chris Ortega at Chris.Ortega@state.mn.us.

References

2 CFR 200 Uniform Guidance

Subpart D:

- Standards for Financial and Program Management (200.302 to 200.303)
- Payment (200.305)
- Procurement Standards (200.318 to 200.321)
- Performance & Financial Monitoring and Reporting (200.327 to 200.328)
- [Uniform Guidance 2 CFR 200](#) (200.33)

Subpart F:

- Management Decision Letters (200.66)
- Sanctions (200.505)
- Audit Findings Follow-up (200.511)
- Audit Reporting (200.515)
- Criteria for a low-risk auditee (200.520)

Single Audit Act of 1996

Minnesota Office of Grants Management Policies and Statutes

- Policy 08-01: Grants Conflict of Interest
- Policy 08-03: Publicizing Grants Notices and Requests for Proposal (rev. 2012)
- Policy 08-06: Financial Review of Nongovernmental Organizations (rev.12-2016)
- Policy 08-08: Grant Payments (rev. 10-2013)
- Policy 08-10} Grant Monitoring (rev. 12-2016)

Conflict of Interest Minnesota Statute 10A.07

Minnesota Data Privacy Practices

Salary and Bonus Limitations (if applicable)

WIOA Part 683-Administrative Provisions Under Title 1 of the Workforce Innovation and Opportunity Act

Internal Controls

Per Uniform Guidance, below is a list of required written policies and procedures. Please check if you have a policy on and when it was last updated:

- Payments -(2 CFR 200.302(b)(6) and 2 CFR 200.305, Dated:
- Allowable Costs- 2 CFR 200.302(b)(7), Dated:
- Procurement- 2 CFR 200.318, Dated:
- Competition- 2 CFR 200.319, Dated:
- Method of Evaluation and Selection- 2 CFR 200.320, Dated:
- Compensation-Personal Services-2 CFR 200.430, Dated:
- Compensation-Fringe Benefits-2 CFR 431, Dated:
- Employee Relocation Costs- 2 CFR 200.464, Dated:

Travel Costs- 2 CFR 200.474, Dated:

1. Does the Grantee have the following internal controls in place to provide reasonable assurance that grant operations will achieve the following objectives?

Effectiveness and efficiency of operations? Yes No

Reliability of reporting for internal and external use? Yes No

Compliance with applicable laws and regulations? Yes No

2. Do the policies and procedures above reflect proper segregation of duties?

Yes No

3. Are duties for the following tasks segregated?

Recording Yes No

Custodian Yes No

Authorizing Yes No

Reconciliation Yes No

If not, do you have compensating controls in place to mitigate the internal control risk?

Yes No

Note: A compensating control is an alternative control that if the primary control fails, there are other controls in place to mitigate any risk.

Accounting Systems

1. Is a chart of accounts or accounting structure maintained?

Yes No

2. Are funds adequately segregated for grant fund reporting?

Yes No

3. Is accrual accounting system used?

Yes No

If not, do you report on an accrual basis? Yes No

Definition of accrual: method under which revenues are recognized in the period they become available and measurable, and expenditures are recognized in the period the liability is incurred. Most government accounting follows this method.

Petty Cash System

1. Is a petty cash system maintained? Yes No

If yes, are the replenishments appropriately allocated to DEED's funds? Yes No

2. How much money is kept in petty cash?

3. How is petty cash safeguarded?

4. How often is petty cash reconciled or replenished?

Cash Receipt and Disbursement System

1. Is there an adequate segregation of duties between cash receipts and disbursements?

Yes No

2. Is there adequate documentation to support all expenses reported on the general ledger?

Yes No

3. Are there policies and procedures in place to identify and recapture improper payments?
 Yes No
 a. If not, what process is in place to identify and recapture improper payments?
4. Are vendor invoices compared and reconciled to purchase orders?
 Yes No
5. Are invoices authorized for payment? Yes No
6. Are vendor account balances reviewed? Yes No
7. Are your bank account(s) covered by FDIC or FSLIC?
 Yes No
 a. If yes, for what amount?
8. Does the amount kept in any account exceed the FDIC or FSLIC coverage?
 Yes No
 a. If yes, how are the funds in excess insured from loss?
9. Are receipts deposited immediately? Yes No

Reporting

1. Which monthly fiscal request is submitted to DEED?
 Financial Status Report (FSR)/Cash Advance Payment Request (CAPR)
 Reimbursement Payment Request (RPR)
2. Are there policies and procedures in place to ensure accurate financial reporting?
 Yes No
3. Are there policies and procedures in place to ensure that the reporting system is safeguarded, and security is limited to the appropriate staff? Yes No

Program Income

1. Do you have policies and procedures for program income requirements? Yes No
2. Do you have a system in place to record and expend program income? Yes No
3. Do you expend program income before expending grant funds? Yes No

Cost Classification/Principals

Cost Principals-There is written evidence that costs being allocated to the grant are allowable, being treated consistently over time and within the accounting system, are necessary, reasonable and allocated to the grant based on benefit received.

1. Have written and uniform cost classifications for each cost category been developed?
 Yes No
 a. If yes, do you verify that these classifications are properly adhered to by Subgrantee(s)/Subrecipient(s), if applicable?
 Yes No
2. Do you have written policies and procedures for distributing costs, staff time and administrative costs among funding streams, programs, etc? Yes No
3. How do you allocate shared costs? Cost Allocation Plan Approved Indirect Rate
4. How do you allocate staff's time among the various grant programs they work on?
5. Is there written evidence, such as timesheets, used to allocate personnel time and costs?
 Yes No

6. How do you ensure that the grant is not charged unallowable costs based on the Cost Principles and the provisions of the grant agreement?
7. Are you aware that DEED's grant funds cannot pay the cost of other programs? Yes No

On-The-Job Training (OJT)

1. Do you utilize OJT's?

Yes No

If yes:

- a. Do you have an OJT monitoring process? Yes No
- b. Does monitoring include identifying the participant's progress and/or skill attainment during the training period?
 Yes No
- c. Are you aware of the new WIOA regulations when determining the amount of OJT reimbursement to the employer? ([WIOA 680.730](#))
 Yes No
- d. Do you have a contract with the required assurances? Yes No

Audit

1. Does DEED have a copy of your most recent audit report?
 Yes No
2. Do you receive DEED's Management Decision Letters?
 Yes No
3. Has the audit report identified your agency as high risk?
 Yes No
4. Do you review your sub-grantee's (sub-recipient's) audit reports?
 Yes No

Equipment Purchases/Inventory

Equipment is defined by the federal government in [Uniform Guidance 2 CFR 200](#) (200.33) as ".....tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000". Purchasing equipment with DEED funds cannot occur within the second year of the grant period (if applicable). Grantee must submit a property/equipment inventory list of items purchased with DEED funds annually.

1. Do you have minimum insurance coverage for real property and equipment acquired with grant funds?
 Yes No
2. In the past year, has property and/or equipment (over \$5,000) been purchased with DEED program funds?
 Yes No
- a. If yes: list items, date of purchase, and costs:
- b. Was prior approval received from DEED? Yes No
- c. Are you aware that purchasing equipment in the second year of the grant is prohibited? Yes No
3. Do you conduct an inventory of equipment and is it reconciled at least once every two years?
 Yes No
4. Do you have a process/policy in place to identify electronic devices and/or equipment that has been lost, damaged, stolen, or disposed of?
 Yes No

5. Is inventory conducted on assets such as bus tokens, credit cards, etc? Yes No
 - a. If yes, how often is this conducted and by whom?
6. How are these items safeguarded to prevent unauthorized use?
7. How are these items tracked to ensure proper usage?
Can you attest or confirm that you have made efforts where required or applicable to Buy American products or goods? Yes No

Liability Insurance

Attach to this submission a copy of your liability insurance policy and answer the following questions.

1. Does your liability insurance include employee dishonesty?
 Yes No
2. Does the coverage include participant work-related and/or training activities?
 Yes No
3. Has this coverage requirement been included in your Subgrantee/subrecipient agreements?
 Yes No

Note: This is in addition to paid employment activities (work experience, On-the-Job Training (OJT)) covered by workers compensation.

Procurement Systems

1. Do you conduct procurement activities in a manner that promotes full and open competition? Yes No
2. Have you correctly identified each third-party as a subrecipient or a contractor? Yes No
3. Do you understand the two roles in accordance with the Uniform Guidance? Yes No
4. If applicable, do you conduct a risk assessment of your sub-grantees? Yes No

Request for Proposals (RFP)

1. Do you contract for services or goods?
 Yes No

If yes: please answer the following questions.

- a. For which programs?
- b. Do you require the same contract provisions of a sub-grantee (sub-recipient) that is similar to DEED's Master contract (PSP) or Stand alone contract? Yes No
- c. Do you have a policy or procedure in place to conduct fiscal and program monitoring of sub-grantees (sub-recipients)?
 Yes No
Do you conduct financial reconciliations on all subcontract agreements over \$50,000?
 Yes No
- d. How often is a solicitation or RFP conducted?
- e. When was the last time an RFP was conducted for program services?
- f. Is the review criteria similar to the elements in [Office of Grants Management Policy 08-02](#)?
 Yes No
- g. Do you maintain a written code of conduct covering conflicts of interest and governing the actions of your employees or Board members engaged in the selection, award, and administration of contract? Yes No
- h. How often is an RFP conducted for audit services?
- i. When was the last time an RFP was conducted for audit services?
- j. Do you have noncompetitive (sole source) procedures? Yes No

- k. How do you administer contracts and confirm terms and conditions of the contract are being met?
- l. Do you have a process for the closeout of contracts? Yes No
- m. Does the contract closeout policies and procedures address the following:
 - a. Final Payment? Yes No
 - b. Final deliverable of good and/or services? Yes No

Personnel

1. Is there a current written personnel policy? Yes No
 - a. If yes, does the policy include the hiring procedures to fill staff vacancies supported by grant funds? Yes No
2. Are there current vacancies showing on the organizational chart? Yes No
 - a. If yes, Do/does the vacancy(ies) affect the implementation of any DEED-funded grants? Yes No
3. Are appropriate grant staff properly insured and bonded? Yes No
 - a. If yes, who is bonded?
 - b. If no, do you conduct background or qualification checks? Yes No
4. Has the grant recipient confirmed and disclosed in a timely manner, in writing, to DEED all violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award? Yes No
5. Are salary and bonuses reasonable and comparable to the local labor market and within the Executive Level II salary cap? (TEGL 5-06) Yes No
6. Are bonuses, raises, and leave practices, covered in the written personnel policies? Yes No
7. Is there sufficient documentation to support the salaries and fringe benefits charged to DEED grants? Yes No
8. Is payroll certified by management? Yes No
9. Are leave requests used and signed by employees/participants/supervisors? Yes No
10. Are employees/participants paid only by check or direct deposit? Yes No
11. Do you retain payroll withholding forms for employees and participants? Yes No
12. Do employees directly time charge to grants based on activities conducted for each grant? Yes No
13. Is there a procedure for cross-training or rotation of duties for accounting personnel? Yes No

EXHIBIT 1
**Adult Career Pathways
State Fiscal Year (SFY) 2020 - 2021
Grantee Obligations Acknowledgement form**

Please read, check all items for confirmation that you agree, sign, and return this form with your work plan. If you have questions please contact your program coordinator.

I understand:

Eligibility/Enrollment Elements

- and have read the "Documentation Needed to Support Participant Eligibility". I understand that there are participant eligibility requirements and that we must obtain and retain backup documentation to support a participant's eligibility.

Workforce One (WF1)

- that my organization is required to enter all eligible participants into the Workforce One (WF1) database.
 that all enrollment/eligibility backup documentation must be collected *before* enrolling a participant into WF1.
 that the participant's enrollment date must be on or after the date all supporting documentation is received.
 that all data must be entered into WF1 within fifteen (15) business days of event date.
 that we are required to input all activities, support services, credentials, and employment data into WF1.
 that monthly contact/engagement is required for all enrolled participants and the contact must be documented in WF1.

Payment Requests (RPR/FSR) - due monthly, by the 20th of the following month

- We are responsible for tracking ACTUAL incurred grant costs.
 We are responsible for retaining documentation of these costs and will submit to DEED staff upon request.
 that RPR payments are made on a reimbursement basis and will not be made unless all required reports have been submitted.
 that we cannot bill DEED for a participant until he/she/they are entered into WF1; back billing is not permitted.
 all expenses billed must be within the scope and detail of the approved work plan.
 all expenses associated with participants lacking enrollment/eligibility backup documentation will be disallowed.

Quarterly Reports -due April 30, July 30, October 30, and January 30.

- that my organization is required to submit a quarterly narrative that describes the progress of the award. (Due the 30th of the month following the end of the quarter.)

Modifications to the Grant

- that my organization must promptly notify DEED of any proposed change to the scope of the project, project activities, budget, work plan, grant expenditures or completion date and that any changes must be approved by DEED.
 that proposed changes are subject to approval by DEED and are not effective until all parties have signed a modification/amendment agreement.
 the project end date, is as stated in the Grant Agreement, any requests to extend the contract are subject to approval by DEED and must be submitted, in writing, at least 30 days prior to the end of the contract.

Wage Data

- I am required to report placement and wage data for all individuals who receive training through the grant project, including incumbent worker trainees.

City of Duluth P2P Grant

Print the Name of your Organization and Grant program (WESA, P2P, SEA, SS)

Print Your Name and Title

Signature

Date

City of Duluth

411 West First Street
Duluth, Minnesota 55802

Certified Copy

Resolution: 19-0851R

RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO SUB-RECIPIENT FUNDING AGREEMENTS WITH SOAR CAREER SOLUTIONS, ISD 709 ADULT BASIC EDUCATION, AND THE BOARD OF TRUSTEES OF THE MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF LAKE SUPERIOR COLLEGE FOR EMPLOYMENT AND TRAINING SERVICES FUNDED THROUGH THE STATE OF MINNESOTA'S PATHWAYS TO PROSPERITY GRANT PROGRAM.

CITY PROPOSAL:

RESOLVED, that the proper city officials are authorized to enter into sub-recipient funding agreements with SOAR Career Solutions ("SOAR"), ISD 709 Adult Basic Education ("ABE"), and the Board of Trustees of the Minnesota State Colleges and Universities on behalf of Lake Superior College ("LSC"), substantially in the form as those attached hereto as Attachments A, B and C, for services to be conducted in accordance with the terms and conditions set by the Pathways to Prosperity Program and master agreement between the city and the state of Minnesota department of employment and economic development ("DEED"). During the two-year term of the agreements, SOAR is awarded \$64,696, ABE is awarded \$45,930, and LSC is awarded \$132,900 funds to be paid from fund no. 268-031-6228-5441 (workforce development, grant division, miscellaneous workforce development grants, other services and charges).

This Resolution was adopted unanimously.

I, Chelsea Helmer, City Clerk of the City of Duluth, Minnesota, do hereby certify that I have compared the foregoing passed by the city council on 12/9/2019, with the original approved and that the same is a true and correct transcript therefrom. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth.

Chelsea Helmer, City Clerk

By: 
Duluth, Minnesota



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

January 29, 2020

William Gronseth
Superintendent of Schools

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

Cathy Erickson
CFO/Executive Director of Business Services

Duluth Public Schools
215 N 1st Ave E
Duluth, MN 55802

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

Hartley Residential Lots

- Under Contract.
- Contract Extension Amendment Approved.
- Proposed development approved by city earlier this month.
- Petition to vacate certain streets and utility easements submitted.

800 E. Central Entrance "Central High School Property"

- Ongoing follow up and discussion with several developers and potential purchasers.
- Networking with developers and brokers is ongoing.
- A Local Development Group has contacted Broker with potential interest as of last week.
- Tour 1/23/2020 with prospect.
- Strong recent activity.

215 N 1st Ave E "Historic Old Central High School"

- Listing Contract has been drafted.
- Calls have been coming in.
- No public advertising in place at this point.



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Website Advertising

- Loopnet – visible to CoStar members
- MNCAR – Minnesota Association of Commercial Realtors – membership data base
- GregFollmer.com
- Crexi.com – publicly accessible site
- Social Media Sites Facebook, Twitter, Instagram

Respectfully,

Greg Follmer
Broker

Facilities Management & Capital Project Status Report

January 2020

Facilities Management – Maintenance and Operations - General

- In the past month the Facilities maintenance crews have completed 357 work orders, and are currently working on 73 open work orders.
- Facilities maintenance trade crews are currently scheduled at Stowe School.
- Discussions are occurring with the City of Duluth to update our Joint Power Use and Lease Agreements.
- Gender neutral signage at specific locations is now installed at both high schools. We have met and determined locations at LPMS. A meeting at OEMS is scheduled for later this month to establish locations.
- Labor Management meetings are occurring between the District and the Fireman and Oilers unit.
- Discussions are occurring frequently related to property sale decisions and opportunities to explore.
- Facilities has a UMD intern working at no cost to the District on a project to determine feasibility and financial benefit / payback as related to solar panel installation.
- I am working with both local and state level Historic Preservation groups as related to the listing of HOCHS. Specifically, the City of Duluth Historic Preservation Commission, Duluth Preservation Alliance, and the State Historic Preservation Environmental Review Program Manager.
- Tours have been conducted for properties listed for sale.

Capital Construction:

- Federal COPS grant work for 12 sites is proceeding. I anticipate work to be complete by mid-March 2020. Site visits to meet with principals and clerical staff are ongoing as related to new hardware and features that our new systems will provide.
- Work has begun through KA and Sourcewell for the LTFM HOCHS Fire Alarm System replacement project. This system is antiquated and we have a citation to replace from the fire marshal.
- A PO has been issued for the FY-21 LTFM 10 Year Plan Rockridge Roof Replacement Project. As per my previous email to all School Board members, the project is within budget.
- A pre-bid meeting was conducted at Congdon Park Elementary, and bids are to be received later this week for the FY-21 LTFM 10 Year Plan Congdon Park Masonry Restoration Project.

Building Operations

- Operations has accepted a retirement from an Engineer II position at Lester Park Elementary. This position was opened for transfer amongst Engineer II's. No transfer requests were submitted. Operations is proceeding to post and fill this position. In addition, Operations has posted Rockridge Engineer I position.
- Summer is right around the corner and we are beginning to prepare for our summer cleaning and maintenance plans. Operations is in the early stages of planning training on our newly purchased machines and processes during April spring break before summer. Along with new machines and equipment, comes new and more efficient and effective process and practices on how to

Facilities Management & Capital Project Status Report

January 2020

accomplish regular cleaning and refinishing projects. This will all be covered along with basic custodial training in April.

Health, Safety & Environmental Management

Environmental/Health/Safety

- Asbestos issues found during the 3-year inspection were repaired as required.

Emergency Response

- Trained after school staff in ALICE, including hands on scenario training

Workers' Compensation Activities - January

- 23 First report of incidents
- 2 OSHA recordable incidents

2020 YTD Incidents

- 23 First report of incidents received
- 2 OSHA recordable incidents
- 8 Days away from work
- 12 Days of restricted work

Budget Process

February:

Review FY20 Budget

Project pupil counts

Review revenue entitlements and restricted revenue

March:

Meet with building principals, program directors, and other staffing groups

Review expenses by object codes and program areas

April:

Create Preliminary Budget for April school Board meeting

Review pupil estimates

Analyze potential legislative considerations

May:

Revise budget estimates

Review current budget to consider adjustments for proposed FY21 budgets

Committee of the Whole Budget meeting with school board

June:

Final Review of Revenue and Expenses

School Board approval of budget

Duluth Public Schools
Boundary Study Process Recommendation
February 6, 2020

The goals of the boundary study process are to address elementary schools that are over capacity, to attempt to bring a racially identifiable school closer to the district average, and to make a decision regarding our immersion programs as Lowell nears capacity. In addition, we have long heard about the differences in enrollments at our middle and high schools.

During the first two phases of the process, Cooperative Strategies used an inclusive process. Principals, staff, parents from each site, staff and parents from each of the immersion programs, and community partners and neighbors were included. We were purposeful about the inclusion of underrepresented populations.

The initial groups created scenarios that have continued to be revised and revisited based on the feedback from focus groups, public surveys, emails, and community meetings. We have received a lot of feedback and input. The scenarios have a lot to consider and with many implications. Some elements are more easily implemented than others and it may be too much to do all at once.

The process was designed by Cooperative Strategies to consider boundaries and our current enrollments. I think there is more to consider and more options to contemplate, especially at the secondary level. It is true that some of the current considerations balance enrollment levels, but there may be better ideas that haven't been examined yet.

Administrative Recommendations:

At this time we are recommending a phased approach:

- The first phase would be (1) to make adjustments at elementary schools to make room at some sites and (2) to make a decision regarding the immersion programs.
- The second phase would entail the creation of a work group to do more research and work on developing recommendations for secondary school boundaries or other strategies. Planning for the transitions would take place over the 2020-2021 school year for implementation in the Fall of 2021.