

AMENDMENT TO AGREEMENT

The Sub-Recipient Funding Agreement for the State of Minnesota, Department of Employment and Economic Development, Workforce Development Division, Health Career Pathways (the "Agreement") between the City of Duluth ("City") and **ISD 709 Adult Basic Education** ("Grantee") to support healthcare industries' workforce needs and address employment disparities in Duluth and northeast Minnesota is amended as set forth below.

WHEREAS, the City and Grantee entered into the Agreement on or about September 15, 2016 (Approved by City Resolution #16-0668) (City Contract# #22977);

WHEREAS, the City has been awarded an additional \$50,000 in grant funding from the State of Minnesota (the "Program Grant"), acting by and through its Department of Employment and Economic Development, Workforce Development Division ("DEED"); and

WHEREAS, the City desires to award a portion of the additional grant funding to Grantee for performance of its obligations under the Agreement and to extend the time of performance.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

In this Amendment, deleted terms will be ~~struck out~~ and added terms will be underlined.

1. The first sentence of Paragraph 1 (Award) is amended as follows:

The City awards a Subgrant to the Grantee in the amount of ~~Six Thousand Three Hundred Seventy Nine Dollars and no/100th (\$6,379.00)~~ Twelve Thousand Three Hundred Seventy Nine Dollars and no/100th (\$12,379.00) for Grantee's performance of its obligations under the Program Grant including:

2. Paragraph 3 (Time of Performance) is amended as follows:

Grantee must start the Program ~~upon~~ effective January 1, 2017 regardless of the date of execution of this Agreement and complete the Program on or before ~~December 31, 2017~~ June 30, 2018. The City is not obligated to pay for

any Program costs incurred after that date or any earlier termination, whichever occurs first.

3. Except as specifically amended pursuant to this Amendment, the Agreement remains in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall govern.

[Remainder of this page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

CITY OF DULUTH, MINNESOTA

ISD 709 ADULT BASIC EDUCATION

By _____
Mayor

By *Douglas A. Hansen*
Its: CFD

ATTEST: _____
City Clerk

Dated: 9/21/17

Dated: _____

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney

ORIGINAL
CONTRACT

SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
ISD 709 ADULT BASIC EDUCATION
AND
CITY OF DULUTH
FOR THE
STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
WORKFORCE DEVELOPMENT DIVISION
HEALTH CAREER PATHWAYS

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 **ISD 709 ADULT BASIC EDUCATION**, (the "Grantee").

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

WHEREAS, under the Master Grant Agreement, in cooperation with Grantee, the City applied to and received approval for funds in the amount of Seventy-Two Thousand Four Hundred Twenty-Seven Dollars and no/100 (\$72,427.00) from DEED under its Pathways to Prosperity Program (the "Program Grant") to support healthcare 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 field and/or access additional education ("the Project"). The Project Specific Plan ("PSP") 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 Six Thousand Three Hundred Seventy-Nine Dollars and no/100th (\$6,379.00) for Grantee's performance of its obligations under the Program Grant including:
 - A. Perform the duties specified in the Work Plan, which is attached as *Exhibit C* and incorporated into this Agreement.
 - B. Provide quarterly reports two weeks prior to the reporting due date and/or any other reporting required by DEED, including Workforce 1 reporting and the Healthcare Careers Healthcare Project data.
 - C. Submit invoice outlining services provided with supportive documentation to City Manager on a quarterly basis. Examples of documentation for services include detailed receipts and timesheets.
 - D. Coordinate with City staff on scheduling for services and/or workshops.
 - E. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.
 - F. 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.

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 December 31, 2017. 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 \$3,316 in the SFY 2016 and \$3,063 in SFY 2017 with the total amount not to exceed \$6,3790.00. City will pay Grantee for all services performed under this Agreement as specified in the Budget Narrative, attached hereto as **Exhibit D**. Grantee's proposed budget is attached as **Exhibit E**. Invoices can be submitted on a monthly basis, but must be submitted quarterly. Quarterly due dates are as follows:

- September 15, 2016
- February 15, 2017
- June 15, 2017
- October 15, 2017

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
Manager, Workforce Development
402 W. 1st Street
Duluth, MN 55802
218-730-5241
Attn: Paula Reed

GRANTEE: ISD 709 Adult Basic Education
Attn: Patricia Fleege, Program Director
215 N 1st Avenue East
Duluth, MN 55802
218-722-8985

7. GENERAL CONDITIONS.

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

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

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

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

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

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipality Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

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

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

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

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

8. ADMINISTRATIVE REQUIREMENTS.

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

B. Records.

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

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

3. *Audits.* If requested by the City, the Grantee must have an annual financial compliance audit conducted in accordance with the City's requirements. The Grantee must submit two copies of such audit report to the City. Any deficiencies noted in such an audit report or an audit/monitoring report issued by the City or its designees must be fully resolved by the Grantee within a reasonable time period after a written request from the City. Failure of the Grantee to comply with the provisions of this paragraph will constitute a violation of this Agreement and may result in the withholding of future payments or the requirement for Grantee to return all or part of the funds already disbursed.

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

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

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

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

9. MISCELLANEOUS.

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

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

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

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

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

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

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

CITY OF DULUTH

ISD 709 ADULT BASIC EDUCATION

By _____
Mayor

By W. C. Hanson

Attest: _____

Its: CFO

City Clerk

By: _____

Date Attested: _____

Its: _____

Countersigned:

City Auditor

As to form:

City Attorney

ATTACHMENTS

Exhibit A: Project Specific Plan

Exhibit B: Award Letter

Exhibit C: Work Plan

Exhibit D: Budget Narrative

Exhibit E: Grantee's Budget



STUDENT TUITION CONTRACT


WHEREAS, Independent School District No. 4151, EdVisions Off-Campus High School (District 4151) is a public school in the state of Minnesota desiring to purchase educational services from Independent School District No. 709, to provide for the educational needs of District 4151 students desiring to take a class at the High School located in Independent School District 709.

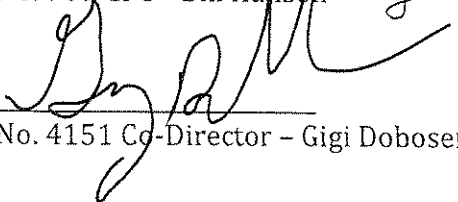
WHEREAS, District 709 is willing to make available its program to one District 4151 student for the 2017-2018 school year.

THEREFORE, it is mutually agreed for the consideration stated herein as follows:

1. District 709 shall permit District 4151 student _____ to register in, attend class at, and earn credit from District 709 as a tuition student, while remaining enrolled full-time at District 4151.
2. District 4151 shall pay tuition to District 709 based on the number of credits earned while registered at District 709. The tuition shall be \$618.80 per semester class, billable as credits are completed (semester or less frequently). Based on information from Noah Young, District 4151 anticipates paying for the equivalent of one semester long class for the school year. The tuition amount is based on the \$6188.00 formula amount from the state, 1.2 weighting, District 709 students taking 6 classes per year and divided in half for a semester. ($\$6188 * 1.2 / 6 / 2$) This cost reflects that the enrolling district (District 4151) will not be keeping the 12% administration fee typical of OLL billing agreements.
3. District 709 will provide official documentation of course and Standards completion.
4. District 4151 will be responsible for any and all Special Education, extracurricular, and administrative costs.

The parties have executed this Agreement on this 31st day of Augst 2017.


ISD No. 709 CFO - ~~Bill Hanson~~ Douglas A. Husler


ISD No. 4151 Co-Director - Gigi Dobosenski



STUDENT TUITION CONTRACT

WHEREAS, Independent School District No. 4151, EdVisions Off-Campus High School (District 4151) is a public school in the state of Minnesota desiring to purchase educational services from Independent School District No. 709, to provide for the educational needs of District 4151 students desiring to take a class at the High School located in Independent School District 709.

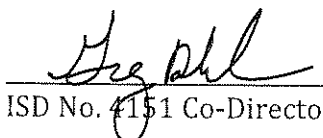
WHEREAS, District 709 is willing to make available its program to one District 4151 student for the 2017-2018 school year.

THEREFORE, it is mutually agreed for the consideration stated herein as follows:

1. District 709 shall permit District 4151 student _____ to register in, attend class at, and earn credit from District 709 as a tuition student, while remaining enrolled full-time at District 4151.
2. District 4151 shall pay tuition to District 709 based on the number of credits earned while registered at District 709. The tuition shall be \$618.80 per semester class, billable as credits are completed (semester or less frequently). Based on information from Nelson, District 4151 anticipates paying for the equivalent of two year-long classes for the school year. The tuition amount is based on the \$6188.00 formula amount from the state, 1.2 weighting, District 709 students taking 6 classes per year and divided in half for a semester. ($\$6188 * 1.2 / 6 / 2$) This cost reflects that the enrolling district (District 4151) will not be keeping the 12% administration fee typical of OLL billing agreements.
3. District 709 will provide official documentation of course and Standards completion.
4. District 4151 will be responsible for any and all Special Education, extracurricular, and administrative costs.

The parties have executed this Agreement on this 20th day of September 2017.


ISD No. 709 CFO- Douglas Hasler


ISD No. 4151 Co-Director - Gigi Dobosenski

Child and Adult Care Food Program Contract for Vended Meals

A Center that participates in the U.S. Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP) must meet CACFP requirements for meals that will be claimed for CACFP reimbursements, as specified in this contract.

I. Purpose and Authority

This contract, between Center: Duluth Area Family YMCA

Center's Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor ID Number:
9000011534

and Vendor: Duluth Public Schools ISD 709

authorizes that Vendor will provide meals to Center in accordance with this contract and federal CACFP regulations at 7 Code of Federal Regulations (CFR) 226, for the period of 09/25/2017 through 08/24/2018.

Vendor will provide the meals to the Center's site(s) listed below, or on an attached list.

Site Name	Address	CLiCS Site Number (if known)
<u>Little Treasurers</u>	<u>1533 W Arrowhead Rd, Duluth MN</u>	<u>9000011534</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Center will notify Vendor with ¹⁵ days' notice of changes to sites.

II. Meals

A. Vendor will provide the following meal types:

- Breakfast
 Lunch
 Snack
 Supper
 Extra Milk
 At-Risk Afterschool Snack
 At-Risk Afterschool Supper

If more than one site, indicate any differences between sites in the meal types provided:

- B. Vendor will provide meals that meet CACFP meal pattern requirements in accordance with 7 CFR 226. Vendor has attached to this contract the menus that were used in solicitation of this contract. Effective October 1, 2017, Vendor will provide meals that meet the revisions to the USDA meal pattern requirements that are effective beginning October 2017. Menus may be adjusted as needed by mutual agreement of the parties. Vendor may not subcontract for the total meal, with or without milk, or for the assembly of the meal.

CACFP meal pattern requirements will be revised effective October 1, 2017. The CACFP meal pattern requirements that are effective through September 30, 2017, and the CACFP meal pattern requirements that are effective starting October 1, 2017, are available on the CACFP Centers/Meal Service/Food Service Operations/Meal Patterns webpage (http://education.state.mn.us/MDE/dse/FNS/prog/CACFP_Cen/ops/meal/)

- C. Children five years of age and older--Use of School Nutrition Programs (SNP) meal patterns: for children ages 0-4, CACFP meal patterns as described above must be used and the SNP offer versus service style meal service is not allowed. If meals will be served to children five years of age and older and the meals have been prepared in a school that participates in SNP, the Minnesota Department of Education (MDE) allows the meals to meet SNP meal pattern requirements (7 CFR 210 and 220) instead of CACFP meal pattern requirements and allows use of the SNP offer versus serve style meal service (7 CFR 226.7(i)).

- D. Vendor will provide meal substitutions for disabled participants who provide a statement from a licensed physician, physician assistant or advanced practice registered nurse such as a certified nurse practitioner, that they are unable to consume the regular Program meals due to their disability. The statement must identify how the disability affects the participant's diet, the food or foods to be omitted from the participant's diet, and the food or choice of foods that must be substituted.

Center will pay the regular meal charges for meals with substitutions or modifications unless other charges or adjustments are specified in Section IV(A). Participants with disabilities may not be charged any fees for modifications or substitutions.

- E. Vendor will also provide:
(Indicate items such as condiments, eating utensils, paper items, extra milk, and transportation containers, if applicable. If more than one site, indicate any differences between sites.)

Condiments, transportation containers

- F. Vendor will provide:

- Unitized meals.
- Bulk quantities, accompanied by written instructions on planned portion size of each food component to meet meal pattern requirements.
- If checked here, Vendor will serve meals. Vendor will **not** count the number of meals to be claimed for reimbursement.

Other:

III. Ordering and Delivering

- A. Center or Center's sites will notify Vendor in advance of the number of meals needed. Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for Center or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by e-mail, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites.

Describe here, or reference here to attached information.

The Center will call Kathie Johnson, Café Manager, East High School at 218-336-8845 ext 2149 with weekly meal counts on the Thursday before the week starts.

- B. Vendor will deliver meals as described. Include time(s) for each site. (For each meal service, indicate time that meal will be delivered, or picked up by Center. If more than one site, indicate for each site.) Describe here, or reference here to attached information.

Center will pick up meals at East High School Loading Dock at 11:30 am. when school is in session.

When school or summer food is not in session, meals will not be provided. During the school year, Meal service will follow the Duluth Public School calendar. This includes school closing days, do to Inclement weather. >

- C. Responsibility for transport containers:
Indicate whether Vendor or Center will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or Center/Site to return transport containers. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information.

Vendor is responsible for containers. Center will transport containers to vendor.

IV. Meal Charges and Billing

- A. Center will pay the following charges for meals.

Breakfast \$ _____

Snack \$ _____

Lunch \$ 3.00

Supper \$ _____

Meals (check one) include milk do not include milk

If applicable, indicate charges for extra milk, adult meals, adjustments to meals to accommodate special dietary needs, or other. Describe here, or reference here to attached information.

Center will pay Vendor for ordered meals that meet CACFP meal requirements including health and sanitation standards in Section VI, and are delivered in accordance with the contract.

- B. Describe when Vendor will bill Center (for example weekly or monthly) and when payment is due:

The vendor will bill the Duluth Area Family YMCA at least monthly, with terms net 30 days.

NOTE: Neither the Minnesota Department of Education (MDE) nor the U.S. Department of Agriculture assumes any liability for payment of meal charges.

V. Recordkeeping and Availability of Records

- A. Vendor agrees to maintain full and accurate records, which Center requires to meet its responsibility for claiming reimbursements through the Child and Adult Care Food Program. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal.
- B. At the end of each month, Vendor will submit copies of the records of menus and numbers of meals furnished to Center. Vendor will submit copies of food production records to Center upon request.
- C. Vendor agrees that books and records pertaining to Vendor's food service fund will be made available to Center upon request and agrees to retain all records for inspection and audit by representatives of Center, Minnesota Department of Education, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.
- D. Vendor will cooperate in studies and evaluations conducted by or on behalf of USDA related to programs authorized under the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966.

VI. Health and Sanitation

- A. Vendor and Center agree that state and local health and sanitation requirements will be met at all times. Vendor will meet all state and local health regulations that apply to Vendor facilities and any other facilities in which meals are prepared. Vendor will maintain applicable health certifications for facilities outside Center in which meals are prepared.
- B. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- C. Center will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

VII. Center Control of Food Service

Center will maintain overall responsibility for administration of the food service, in accordance with CACFP regulations and policies. Center will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming CACFP reimbursement from the Minnesota Department of Education.
- B. Ensure that the food service operation is in conformance with Center's agreement with the Minnesota Department of Education to participate in CACFP.
- C. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- D. Maintain all applicable health certifications for Center and ensure that state and local health regulations are being met by Vendor, if Vendor prepares or serves meals at a Center facility.
- E. Monitor meals to ensure the food service is in conformance with program regulations.
- F. Retain signature authority on the agreement with the Minnesota Department of Education. Retain signature authority for the annual application and monthly claims by electronically submitting required information to the Minnesota Department of Education.
- G. Prepare contract for vended meals documents.
- H. Review, approve or deny, and if applicable verify CACFP Household Income Statements.

VIII. Additional Vendor Responsibilities

Vendor agrees to comply with the following. As applicable, incorporated into this contract by reference.

- A. If contract exceeds \$100,000: Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 United States Code (USC) 3701 – 3708) as supplemented by the U.S. Department of Labor regulations (29 CFR Part 5).
- B. If contract exceeds \$150,000: All applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 USC 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251 – 1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency (EPA).

IX. Nonperformance or Noncompliance

In cases of nonperformance or noncompliance on the part of Vendor, Vendor will pay Center for any excess costs which Center may incur by obtaining meals from another source. Center will notify Vendor (and surety company if performance bond is in effect) of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, Center may negotiate another contract (or request surety company to provide another Vendor). The defaulting Vendor is liable for any difference in price between the original price and the new contract price.

Indicate here any additional requirements regarding nonperformance or noncompliance, or any bonding requirements:

X. Termination

Either party may terminate this contract for cause by notice in writing as described: (The number of days required for notice of termination, which may not exceed 60 days, must be stated.) The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

XI. Contract Renewals

This contract may be renewed up to four times, not to exceed a total of five years, by mutual agreement of Center and Vendor. The contract may not automatically renew. Renewal of the contract is contingent upon the fulfillment of all contract provisions. The CACFP Renewal of Contract for Vended Meals form, available from MDE, will be used to renew the contract. Prices will be adjusted from the previous year's prices by a percentage not to exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Food Away From Home in the Midwest Region. The change in the index will be measured by the calendar year preceding the contract effective date, unless a different time period is specific here:

XII. Summer Food Service Program (Optional)

Vendor agrees to provide meals for the Summer Food Service Program (SFSP), in accordance with federal regulations at 7 CFR 225 and other SFSP requirements, if Center participates in the SFSP during the original contract term or during any contract renewal, unless otherwise stated below. If non-unitized meals (bulk foods) will be provided, MDE waives the SFSP requirement to provide unitized meals. Center will pay for SFSP meals provided by Vendor using the same payment structure used for CACFP meals.

XIII. Vendor Certification Statements

Check one:

- The contract amount is expected to be less than \$100,000. The following certifications are attached to this contract: (1) Independent Price Determination Certificate (signed by Vendor and SFA) and (2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower-Tier Covered Transactions (signed by Vendor).
- The contract amount is expected to be \$100,000 or more. In addition to the two certifications listed above, a Certification Regarding Lobbying (signed by Vendor) and, if applicable, a Disclosure of Lobbying Activities (signed by Vendor) are attached to this contract.

XIV. Additional Provisions at Option of Center and Vendor

Describe any additional provisions here, or reference here to additional attached provisions. Additional provisions may not conflict with other contract provisions or materially change the required provisions of the contract, and are subject to review by MDE.

Signatures

Center Name: Duluth Area Family YMCA (Center: Little Treasurers)

Authorized Representative: Toni Christensen

Title: Interim CEO

Signature of Authorized Representative: _____

Date: _____

Vendor Name: Duluth Area Public Schools ISD 709

Authorized Representative: _____

Title: CFO

Signature of Authorized Representative: 

Date: 9/20/17

Independent Price Determination Certificate

Both the Food Service Management Company (Offerer) and the Sponsoring Organization shall execute this Independent Price Determination Certificate.

Duluth Public Schools ISD 709

Duluth Area family YMCA

Name of Food Service Management Company

Name of Sponsoring Organization

By submission of this offer, the Offerer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offerer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offerer and will not knowingly be disclosed by the Offerer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offerer for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offerer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Offerer certifies that:

1. He or she is the person in Offerer's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
2. He or she is not the person in Offerer's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Offerer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:



Signature of Food Service Management Company's
Authorized Representative

CFO

Title

4/20/17

Date

In accepting this offer, the Sponsoring Organization certifies that no representative of the Sponsoring Organization has taken any action that may have jeopardized the independence of the offer referred above.

Signature of Sponsoring Organization's
Authorized Representative

Interim CEO

Title

Date

Instructions for Certification Regarding Debarment Form

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the certification form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary-covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List System (EPLS) at <http://epls.arnet.gov/>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion—Lower-Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions.

(Read instructions on previous page before completing Certification.)

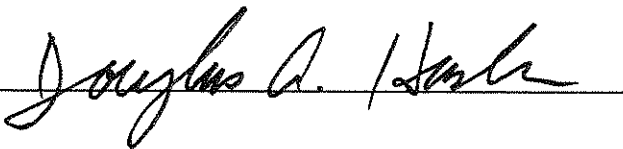
- (1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor Name: Duluth Public Schools ISD 709

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative:

Douglas A. Harter, CFO

Signature:  Date: 9/20/17

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Duluth Public Schools ISD 709

Award Number or Project Name: Child and Adult Care Food Program

Name and Title of Authorized Representative:

Douglas A. Hasler, CFO

Signature:  Date 9/20/17

**STATE OF MINNESOTA
ANNUAL PLAN AGREEMENT**

This Annual Plan Agreement is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between Duluth Public School District ("Contractor") whose designated business address is 215 North 1st Avenue East, Duluth, MN 55802-2058 and MN Department of Education ("State") whose designated business address is 1500 Highway 36 West, Roseville, MN 55113.

Pursuant to Minnesota Statutes Section 15.061 the State is empowered to enter into professional/technical Agreements.

By written acceptance below, the Contractor agrees to perform the following work:

1. The district and/or school will participate in Project Dream Catcher, an initiative to train American Indian education staff to carry out behavior observations that are conducted as part of interventions, special education evaluations, functional behavior assessments, behavior manifestation determinations and similar special education procedures.
 - a. The school will designate up to 3 Indian Education staff and one special education staff member that will participate in Project Dream Catcher.
2. Sites will receive ongoing coaching by MN Department of Education (MDE) identified consultant(s) through twice monthly virtual meetings.
 - a. Coaching will focus on developing observation skills, interpretation of behavior, cultural considerations when analyzing behavior, presenting information orally and in written reports and collaboration between programs.
3. In addition, each site will receive at least one on-site visit with MDE identified consultant(s).
4. It is anticipated that Indian Education staff members will conduct at least 5 behavior observations during the course of this annual plan agreement, although the actual number will depend on student referrals.
5. Special education staff members will ensure that their Indian Education counterparts are included in evaluation plans and invited to meetings.
6. As appropriate, participating sites may be asked to share with MDE identified consultant(s) redacted copies of documents such as Individualized Educational Plans (IEPs) or excerpts from evaluation reports that summarize the results of behavior observations and decisions made regarding students.
 - a. Copies of documents that are normally prepared but with student information redacted will be shared as appropriate.
 - b. Sites are not required to prepare reports specifically for this project.

The Contractor will be paid an amount not to exceed \$1,500.00 upon completion of the above services, for a grand total not to exceed \$1,500.00.

1. **Conditions of Payment** All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined at the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule

or regulation. Under Minnesota Statutes Section 16C.08, subdivision 2(10), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.

2. **Cancellation** This Annual Plan Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
3. **Amendments** Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.
4. **Indemnification** In the performance of this Agreement by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:
 - 1) Intentional, willful, or negligent acts or omissions; or
 - 2) Actions that give rise to strict liability; or
 - 3) Breach of contract or warranty.The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this Agreement.
5. **State Audit** The books, records, documents, and accounting procedures and practices of the Contractor and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Annual Plan Agreement.
6. **Government Data Practices Act** The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the Contractor or the State. In the event the Contractor receives a request to release the data referred to in this Article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
7. **Data Disclosure** Under Minnesota Statute § 270C.65, subdivision 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the

State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

8. **Jurisdiction and Venue** This Annual Plan Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
9. **Accessibility Standards** Contractor agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: <http://mn.gov/mnit/programs/policies/accessibility/>
 - A. Contact the MDE Communication Office at mde.contactus@state.mn.us for specific guidance on creating content that meets our accessibility requirements.
10. **Other Provisions** The following criteria are to be used for all publications or other content created for MDE intended for dissemination:
 - A. Use only print-quality department logo. Request a copy from the MDE Communication Office at mde.contactus@state.mn.us
 - B. Copy must follow latest edition of the AP (Associated Press) Stylebook.
 - C. Video content must be open or closed captioned.
 - D. Copy must be free of typographical and grammatical errors.
 - E. Font size will be, minimally, 12 pt. Times Roman, 12 pt. Calibri, or comparable size.
 - F. Manuals should be created in PDF with bookmarks (preferred) or include a linked Table of Contents if created in Word.
 - G. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.
 - H. Please direct questions regarding printed material to the Authorized Representative for this Agreement.
11. **Plain Language** Contractor must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:
 - A. Use language commonly understood by the public;
 - B. Write in short and complete sentences;
 - C. Present information in a format that is easy-to-find and easy-to-understand; and
 - D. Clearly state directions and deadlines to the audience.
12. **Authorized Personnel**
 - A. MN Department of Education's Authorized Representative is:
Elizabeth Watkins, English Learners

Elizabeth.Watkins@state.mn.us
651-582-8678

B. Contractor's Authorized Representative is:
William Gronseth, Superintendent
william.gronseth@isd709.org
218-336-8752

13. Term of Agreement and Payment Information

- A. Agreement Begin Date: October 11, 2017 or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Agreement until this Annual Plan is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- B. Agreement End Date: May 30, 2018
- C. The Contractor must sign its approval in the designated signature block and return the original signed Agreement as a reply to the original email, prior to the commencement of services.
- D. The total amount that the State agrees to pay for services is not to exceed \$1,500.00
- E. The total amount that the State agrees to pay for this annual plan is not to exceed \$1,500.00
- F. Contractor must submit one invoice upon completion of the above services, which is due no later than June 21, 2018 to Accounts Payable.
- G. Invoice must include the following information:
 - i. MDE's Authorized Representative's name
 - ii. The Purchase Order (PO) and Agreement number
 - iii. Dates of service
 - iv. Itemized expenses with original receipts (if applicable) and corresponding amounts
 - v. The subject line of the email with the invoice attached must contain the MDE's Authorized Representative's name, Purchase Order (PO) and Agreement number.
 - vi. The preferred method of obtaining an invoice from a vendor is by email.
Submit invoices via email to Accounts Payable:
MN Department of Education
Accounts Payable Department
MDE.AccountsPayable@state.mn.us
 - vii. **Should an invoice need to be submitted via U.S. Mail, please use the following address:**
MN Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

1. ENCUMBRANCE VERIFICATION:

Signed:	Jennifer G. Fleckner
Date:	Sept. 25, 2017
Annual Plan T-number:	18A37
Purchase Order (PO) number:	3000016638

2. CONTRACTOR:

By:	W. J. J. J. J.
Title:	Superintendent
Date:	9/26/17

3. STATE AGENCY:

By (authorized signatory):	Patricia Schneider
Title:	Actg Operations Mgr
Date:	9-26-17