

MEMORANDUM OF UNDERSTANDING (MOU)
Between
COMMUNITY ACTION DULUTH
and
ARROWHEAD ECONOMIC OPPORTUNITY AGENCY (AEOA)/ADULT EDUCATION (ABE)
and
DULUTH ADULT EDUCATION PROGRAM

- I. **Scope and Purpose:** This document represents a shared agreement between the partnering organizations to deliver the Bridge to Employment Opportunity through Equity Project. The goal of the initiative is to improve employment outcomes for African American and American Indian participants in need of employment services. Partnering organizations intend on improving employment outcomes for these populations by providing a team-based intensive and integrated response including comprehensive, culturally competent and customer-focused case management strategies.

These strategies will include:

- a. Comprehensive case management
- b. Just-in-time contextualized literacy training
- c. Paid work-experience
- d. Employment coaching, follow-up and business connecting

Importance of Employment and its Multivariate Roles in the Service Planning Process: All partners understand and agree that successful quality employment for each participant is the goal for this project. Employment services will be tailored around the specific needs of each participant and developed in partnership with them. Enhancing employability through case management and education is incorporated into the design.

- II. **Community Action Duluth's Role and Responsibilities:** As the primary contractor with the State of Minnesota, Community Action Duluth is responsible for financial and program reports regarding the project; coordination of the partnership including scheduling and organization of regular Steering Committee meetings to evaluate progress, problem-solve and approve any necessary changes. Community Action Duluth is also responsible to contract with AEOA and Duluth ABE to deliver the program as designed.
- III. **AEOA's and Community Action Duluth's Roles and Responsibilities Regarding Employment:** AEOA and Community Action Duluth are both Community Action Agencies and Employment Service Providers. As such, these agencies are uniquely qualified to address the multiple challenges faced by American Indian and African American families seeking employment services. Each Agency will employ and train employment counselors whose skills/training must include cultural competency and the ability to establish trusting relationships with participants. Both AEOA and Community Action Duluth agree that the classroom curriculum must be delivered as designed by ABE providers.
- IV. **AEOA Adult Education's and Duluth Adult Education's Roles and Responsibilities:** Both the Duluth ABE program and AEOA ABE will provide short-term goal-directed education and/or vocational training to improve the employability of those participants who are assessed into the course. Both entities agree to work with St. Louis County and other community employers as appropriate to develop contextualized curriculum specific to this program and targeted employment.

V. Shared Responsibilities including Conflict Resolution: All partners will share responsibility for joint implementation and on-going communication which will include Steering Committee meetings on a scheduled basis to discuss program best practices and challenges. Partners will also participate in joint evaluation activities and share statistics. It is the responsibility of all partners to work toward the success of the Bridge to Employment Opportunity through Equity Project, to be honest in its evaluation and critique and to be willing to have the model evolve should experience dictate. The Steering Committee will provide the place and process for conflict resolution. Partner consensus will be sought in case of disagreement with the ultimate decision being made by Community Action Duluth should consensus not be possible.

VI. It is mutually understood and agreed by and between the parties that: By signing this MOU, the parties agree to strive to reach the objectives stated in the MOU to the best of their ability. Further, it is understood that this document contains the framework for the contractual relationship that will be set up should funding be awarded.

VII. Signatures

AEOA/AEOA Adult Basic Education

Community Action Duluth

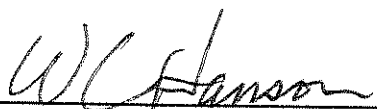
Paul Carlson, Executive Director

Date

Angie Miller, Executive Director

Date

Duluth Adult Education



William Hanson,
Executive Director Business Services ISD709

9/28/16

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN Fond du Lac Human Services Division Behavioral Health Department AND DULUTH SCHOOL DISTRICT, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Fond du Lac Human Services Division Behavioral Health Department (FDL) a non-profit corporation, and the Duluth Public Schools, Independent School District (ISD) #709 (ISD 709).

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between FDL 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 increase the capacity of their mental health services available on site at its schools:

WHEREAS, FDL desires to locate program case managers and transition coordinators at Duluth school buildings to provide mental health services such as behavioral management, transitional support, progress assessment;

THEREFORE, FDL and the Duluth School District agree that it is in the best interests of all concerned to enter into an understanding.:

This Memorandum of Understanding is to enable and structure the collaboration between FDL and ISD 709 in the implementation of the Creating Educational Success for American Indian Children Services.

II. ROLES AND RESPONSIBILITIES

Roles of FDL and (ISD 709)

It is understood that FDL and school district staff must work together as a team to effectively meet the needs of (ISD 709) 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 FDL as a community mental health provider

1. Fond du Lac Behavioral Health Department will provide onsite licensed mental health professional services to students at a regularly scheduled time and place for each of several sites as agreed upon by the Fond du Lac Behavioral Health Coordinator, District Superintendent, Indian Education Director and school building principals.
2. American Indian students referred by school personnel or parents will be seen individually by the licensed mental health professional at the child's school in a private setting for interviews, counseling, groups, diagnostic assessment according to established FDL Human Services Division

policies. Parental permission is required and the parent/guardian must attend the first session with the child. This session may be done in the home or office if the parent has a preference.

3. School personnel, including school social workers, teachers, counselors and administrative staff may schedule consultations with the licensed professional and occasional specific in-service presentations may be scheduled jointly, as needed and time permits. Services will be provided according to the school schedule.

Students served by FDL are clients of FDL subject to the same rights and responsibilities as clients served in FDL clinic and residential settings FDL will;

1. Meet with Duluth schools administration staff to plan a system of service delivery
2. Locate therapist(s) and mental health practitioners at Duluth schools in order to provide mental health services
3. Employ and be responsible for its employees placed at Duluth schools.
4. Maintain appropriate professional liability insurance
5. Share student/client information with school staff as needed and with the consent of the Student/responsible parent
6. Obtain parental permission to provide services
7. Maintain and own case management records of students served
9. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. The School district shall not be responsible for the cost of services delivered by FDL
10. Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
11. Ensure that meetings with practitioners do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission
12. Not interfere with students receiving federally mandated IEP services from Special Education Staff

Role of ISD 709

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

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9/15/2016 and will continue through 8/30/2017. This MOU will renew for one year periods effective unlimited unless either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

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

Confidentiality. FDL and (ISD 709) 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.

FDL and (ISD 709) 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. Both parties agree to perform within state and federal laws regarding confidentiality

Referrals

Parents/ Guardians may be referred to the licensed professional counselor by any member of the school staff (or self referred by the student or his/her parent according to established Fond du Lac Human Services Division policies using a written referral form). It is the responsibility of the parent/Guardian to contact Fond du Lac Human Services to initiate services. The SLMH Administrative Specialist will then contact the Indian Education staff to coordinate services.

Confidentiality

See Pages 6-9 of the Fond du Lac Behavioral Health Policies & Procedures (attached).

Data Collection

The Indian Education staff, upon receiving a signed data sharing agreement from the parent/guardian (form must specifically list each type of data to be shared , will be responsible for submitting grades, attendance records and behavioral violations to the SLMH Administration Specialist for comparison from onset to discharge of the in-school services.

Mutual Consent to Collaboration

The agencies and individuals below agree to work cooperatively to establish times and locations, scheduling, referral and follow up approaches to implement this Memorandum of Understanding and accomplish the goals of the School Linked Mental Health services.

Signed: *Janine Duthie, FOL* Date: 9-15-16

Signed: _____ Date: _____

Signed: *W. Hanson* Date: 9/27/16
ISD 709 - CFO

Signed: _____ Date: _____

Region Facilities Use Agreement

This Agreement is entered into on August 1, 2016 by and between Minnesota State High School League **Region 5AA** ("Region") and Duluth Dewfeld HS ("Host School"). The term of this agreement is August 1, 2016 through July 31, 2017.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the "Facilities") to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region 4A Tournament Report Form. Host is responsible for compliance with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.
2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, webstreaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.
3. When applicable, **Region 5AA** shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.
4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.
5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.
6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and

Region Facilities Use Agreement

hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents.

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on July 31, 2017.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name DULLUTH DENFELD HS
Authorized Signer Name W. C. Hanson
Title CFO
Date 9/7/16

MSHSL Region 5AA

Authorized Signer Name: Ray J. Kirch

Title Region 5AA Executive Secretary

Date August 1, 2016

Region Facilities Use Agreement

This Agreement is entered into on August 1, 2016 by and between Minnesota State High School League **Region 5AA** ("Region") and DULUTH EAST HS ("Host School"). The term of this agreement is August 1, 2016 through July 31, 2017.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the "Facilities") to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region 4A Tournament Report Form. Host is responsible for compliance with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.
2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, webstreaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.
3. When applicable, **Region 5AA** shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.
4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.
5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.
6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and

Region Facilities Use Agreement

hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents.

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on July 31, 2017.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name DULUTH EAST HS

Authorized Signer Name W. K. Hanson

Title CFO

Date 9/7/14

MSHSL Region 5AA

Authorized Signer Name: Ray J. Kirch

Title Region 5AA Executive Secretary

Date August 1, 2016



MEMORANDUM OF UNDERSTANDING BETWEEN NORTHWOOD CHILDREN'S SERVICES AND DULUTH SCHOOL DISTRICT, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Northwood Children's Services, a non-profit corporation, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Northwood Children's Services and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to have Day Treatment and mental health services available on site at its schools:

WHEREAS, Northwood Children's Services desires to locate day treatment programs and mental health therapists at Duluth school buildings to provide mental health services such as day treatment programming, assessments, psychotherapy, and consultation;

Therefore, Northwood Children's Services and the Duluth School District agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

II. ROLES AND RESPONSIBILITIES

Roles of Northwood Children's Services and Duluth School District

It is understood that Northwood Children's Services and 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 Northwood Children's Services day treatment and community mental health provider

Students served by Northwood Children's Services are clients of Northwood Children's Services, subject to the same rights and responsibilities as clients served in Northwood Children's Services settings.

Northwood Children's Services will;

1. Meet with Duluth Schools administration staff to plan a system of day treatment and mental health service delivery

MAIN CAMPUS

714 W. College Street

Duluth, MN 55811

P: 218.724.8815

F: 218.724.0251

northwoodchildren.org

2. Locate day treatment program(s) and therapist(s) at Duluth schools in order to provide day treatment mental health services
3. Employ and be responsible for its case managers, practitioners and therapists placed at Duluth schools.
4. Maintain appropriate professional liability insurance
5. Accept "requests for services" from school district staff with final placement decisions determined by Northwood Children's Services
6. Share student/client information with school staff as needed and with the consent of the student/responsible parent.
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. The School district shall not be responsible for the cost of services delivered by Northwood Children's Services.
10. Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

Role of Duluth School District


1. Meet with Northwood Children's Services administration staff to plan a system of day treatment and mental health service delivery.
2. Provide Northwood Children's Services day treatment programs and therapists with appropriate, private space where Northwood is allowed to furnish it as deemed necessary at the cost of Northwood Children's Services. This is to ensure a safe and comfortable environment for mental health treatment where licensing and accreditation standards are upheld.
3. Ensure they are provided access to fax machines, printer, internet connection, and telephones.
4. Once the rooms are established in the designated schools, those rooms shall remain the work space for Northwood Children's Services Employees unless the Superintendent of Duluth Public Schools and the President/CEO of Northwood Children's Services deem otherwise. The rooms are located at Myers Wilkins Elementary, Piedmont Elementary, Lincoln Middle School, and Laura MacArthur Elementary School.
5. Inform school staff of Northwood Children's Services available and work with Northwood Children's Services staff to develop a system to identify and refer students that may be in need of day treatment/mental health services. Such referrals shall not in any way be construed to create financial responsibility for service delivered by Northwood Children's Services. Final service delivery decisions are made by Northwood Children's Services.
6. Meet periodically with Northwood Children's Services administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
7. Because our students fit under the umbrella of "Care and Treatment," they will be provided a summer school option at their site during the summer months.
8. The district provides a to and from bus to each site every day. If Northwood requires a 3rd bus then Northwood will pay for it. Every effort will be made to coordinate with care and treatment bussing.

III. GENERAL TERMS

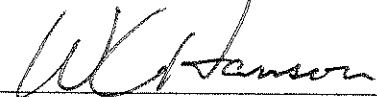
Terms. This Memorandum of Understanding will begin effective the date of 8/1/16 and will continue through 8/1/18. This MOU will renew for one year periods effective 8/1/16 unless either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

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

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

Signed: 
Richard Wolleat, President & CEO, Northwood Children's Services

Date: 9/17/16

Signed: 
William Hanson, Chief Financial Officer, ISD #709

Date: 9/19/16