

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
2021	111171	1560	7,600.00	0000194009	P0208202

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

INTER-AGENCY AGREEMENT

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the INDEPENDENT SCHOOL DISTRICT 709'S ADULT BASIC EDUCATION PROGRAM ("ABE") (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES

a. STATE AGENCY'S DUTIES. The STATE AGENCY shall:

Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0950 during the 2020-21 academic year. ABE instruction for each section is six (6) hours per week, or an equivalent of 0.3 FTE, plus preparatory time of 0.35.

Provide and fund instruction for a basic math course (ABE Pre-Algebra) intended for incoming LSC students whose placement test score places them below LSC's Algebra I course. ABE instruction and funding for each section is four (4) hours per week, or an equivalent of 0.2 FTE, plus preparatory time of 0.15.

Provide and fund supplemental/integrated instruction and instructional support for a maximum of three (3) sections of a combination of MATH 0501 Math Foundations and MATH 0460 Algebra I during the 2020-21 academic year.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets fourteen (14) hours a week, an equivalent of 0.4 FTE.

Provide and fund ELL specific tutoring support six (6) hours a week via ZOOM.

ABE's staff will work with LSC's Safety Office to learn about emergency response protocol.

ABE will invoice at the end of each academic semester.

ABE will provide training to LSC's advisors relating to services.

b. MINNESOTA STATE 'S DUTIES. MINNESOTA STATE shall:

Provide ABE a designated instructional space on LSC's main campus.

Provide ABE access to a computer lab or classroom with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide ABE a designated office space with standard office furniture, desk top computer, and phone.

Provide ABE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide ABE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide ABE instructors copying services.

Provide ABE cleaning materials for sanitizing their common areas after use.

2. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by ABE pursuant to this Agreement shall be paid by Lake Superior College as follows:

Reimburse ABE for expenses up to, and not to exceed, an amount of Seven Thousand Six Hundred and 00/100 Dollars (\$7,600.00) for instructional staff during the 2020-21 academic year.

- b. Terms of Payment. Payment shall be made by Lake Superior College within thirty (30) days after ABE has presented invoices for services performed to Lake Superior College. Invoices shall be submitted according to the following schedule:

December 2020, covering August-December 2020 expenses

May 2021, covering January-May 2021 expenses

3. CONDITIONS OF PAYMENT. All services provided by ABE pursuant to this Agreement shall be performed to the satisfaction of the Lake Superior College, as determined at the sole discretion of its Authorized Representative.

4. TERMS OF AGREEMENT. This agreement shall be effective July 14, 2020, or upon the date that the final required signature is obtained by Lake Superior College, whichever occurs later, and shall remain in effect until June 30, 2021, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION. This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
7. AUTHORIZED REPRESENTATIVES.

- a. The STATE AGENCY'S Authorized Representative for the purposes of administration of this Agreement is:

Name and Title: Hanna Erpestad, Dean of Liberal Arts & Sciences
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: +1 218-733-7667
E-Mail: hanna.erpestad@lsc.edu

- b. MINNESOTA STATE'S Authorized Representative for the purpose of administration of the Agreement is:

Name and Title: Patricia Fleege, Duluth Adult Education Manager
Address: 215 N 1ST AVE E, DULUTH, Minnesota 55802-2069
Telephone: +1 218-336-8790
E-Mail: patricia.fleege@isd709.org

Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

8. ASSIGNMENT. Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.
9. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

10. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- a. Lake Superior College shall own all rights, title and interest in all of the materials conceived or created by ABE, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

ABE hereby assigns to Lake Superior College all rights, title and interest to the MATERIALS. ABE shall, upon request of Lake Superior College, execute all papers and perform all other acts necessary to assist Lake Superior College to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this Agreement by ABE, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to Lake Superior College by ABE, its employees and any subcontractors and ABE, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of ABE obligations under this Agreement without the prior written consent of the REQUESTING AGENCY'S Authorized Representative.

- b. ABE represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

12. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.

13. FERPA. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

14. OTHER PROVISIONS. None.

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

1. STATE AGENCY

INDEPENDENT SCHOOL DISTRICT 709'S ADULT BASIC EDUCATION

By (authorized signature) <small>DocuSigned by:</small> <i>Catherine H. Erickson</i> <small>353DDB8A52D84F1...</small>
Title CFO
Date 8/25/2020 3:02:11 PM CDT

2. VERIFIED AS TO ENCUMBRANCE

By (authorized signature) <small>DocuSigned by:</small> <i>Lynn M Lindahl</i> <small>67E27F4G288B4B5...</small>
Title Administrative Assistant, Liberal Arts & Sciences
Date 8/25/2020 3:16:01 PM CDT

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

By (authorized signature) <small>DocuSigned by:</small> <i>Linda Kingston</i> <small>E8FEFB92A317472...</small>
Title VP Academic and Student Affairs
Date 8/25/2020 3:33:31 PM CDT

4. AS TO FORM AND EXECUTION

By (authorized college/university/system office initiating agreement) <small>DocuSigned by:</small> <i>Nickol Anderson</i> <small>838A7D7F04B4430...</small>
Title Director of Business Services
Date 8/26/2020 10:12:25 AM CDT



MEMORANDUM OF UNDERSTANDING

WHEREAS, **SOAR Career Solutions (SOAR)**, **Adult Basic Education (ABE)** and **Lake Superior College (LSC)** have come together to implement the Computer Support Specialist Job Training which is funded by the CARES ACT – St. Louis County.

WHEREAS the partners listed below have agreed to enter into a collaborative agreement; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

I) Description of Partner Agencies

SOAR Career Solutions (SOAR) is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. SOAR provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. SOAR was founded in 1980 as Project SOAR of NE MN and changed its name in 2005. Since inception, over 12,000 individuals have received services.

Duluth Adult Basic Education (ABE) – offers educational opportunities for adults to prepare for GED or adult diploma, transition into college, prepare for job training, increase English language skills and increase computer literacy and basic reading, writing and math skills.

Lake Superior College (LSC) is a two-year community and technical college in northeastern Minnesota. LSC provides 90 programs and services including technical programs and customized training for business and industry partners.

II) Purpose and Scope:

Utilizing MN DEED's Pathways to Prosperity training model, SOAR will partner with Adult Basic Education and Lake Superior College to train and support low-to-mod-income residents to gain the skills necessary to obtain entry-level employment as Computer Support Specialists.

Success Measures:

Recruit, intake and assess 30 low-to-moderate income Duluth residents.

Enroll 20 participants into Computer Support Specialist training.

16 (80%) graduate training and obtain certificate of completion (certificate obtained)

12 (60%) will obtain and retain employment as a help desk technician, IT generalist or IT support specialist positions. (Paystub as proof of employment)



Successful participants will obtain a certificate of completion and will be qualified to gain employment as a Help Desk Technician, IT Generalist, or IT Support Specialist with a median wage of \$17.99/hour.

Participants can advance in the IT field by obtaining additional certifications to work as PC Support Tech, Network Admin and Security, or Cyber Security. With a 2-year degree, participants can work in Network Admin, Cyber Security or Computer Technology, and/or continue onto a 4-year degree in the IT field.

III) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

SOAR will:

- Serve as the fiscal host and grant administrator;
- Coordinate partner meetings.
- Coordinate with AEOA's PC's for People and Community Action Duluth's Community Computer Program (Tech Up) to provide refurbished PC's and internet access for participants in need.
- Recruit participants and implement intake, and skills/interest assessments, and provide individualized employment/education services based on participants individualized needs (i.e. transportation assistance, obtainment of ID cards, childcare, rent assistance, etc.), work readiness training, build soft skills & job search skills, develop resumes/applications and provide job retention support.

Duluth Adult Learning Center - Adult Basic Education (ABE) will:

- Participate in partner meetings.
- Refer participants.
- Assess participants' reading and math skill level to identify the level of educational support needed for each participant.
- Assess participants' technology skill level to identify level of support needed.
- Develop customized curriculum and instruct participants to prepare participants for college level coursework.
- Provide 32 hours of bridge instruction - designed to build the foundational skills of individuals whose academic skills do not meet the minimum requirements of the certificate program.
- Provide 18 hours of integrated instruction support during Computer Support Specialist training.

Lake Superior College (LSC) will:

- Participate in partner meetings.



- Develop customized curriculum for Computer Support Services.
- Provide 80 hours of job training instruction focused on informational resources and technical tools needed to function effectively in a support position. Learn to handle troubleshooting and problem solving, successfully communicate with clients, determine client's specific need, and train end-user and other management priorities. Prepare to work with the latest developments in web and email based support for Windows and cloud computing.

Financial involvement/commitment:

Payment to partner agencies is contingent upon receipt of \$25,000 of COVID19 Special HUD Allocation from the City of Duluth. Payments will be made on a quarterly basis with proper documentation as outlined by the City of Duluth and the Community Development Block Grant requirements.

Payment requests and proper documentation must be submitted to SOAR no later than 10 days after the end of the quarter to ensure payment. Payment will not be made without proper documentation.

Due dates are as follows:

October 7, 2020

January 7, 2021

April 7, 2021

July 7, 2021

Maximum payment made to each agency:

Adult Basic Education: \$7,050

Lake Superior College: \$10,870

IV) Timeline

Responsibilities under this Memorandum of Understanding will coincide with the CARES ACT - St. Louis County Allocation grant period of March 27, 2020 – April 30, 2021.

V) Signatures

SOAR, ABE, and LSC agree to collaborate and provide services as detailed above in Section III to participants of the Computer Support Specialist Job Training project pursuant to the program narrative of the grant application (**Attachment A**) and budget narrative (**Attachment B**).

BY: _____

DATE: 8.18.2020

Emily Edison, Executive Director, SOAR Career Solutions



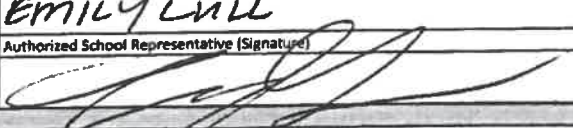
BY: *Patty Fleege* DATE: 8/20/2020
Patty Fleege, Adult Education Manager, Duluth Adult Basic Education

BY: _____ DATE: _____
Erik Simonson, Director of Continuing Education and Customized Training,
Lake Superior College

Catherine Erickson 8/24/20
Catherine A. Erickson, CFO, ISD 709 Date

YEARBOOK SALES AGREEMENT			Contract Years:	2021	New/Renew:	Renew	Job #:	10952321			
Account Name: Lester Park Elementary			LID #: 35712								
Address: 5300 Glenwood Ave		City: Duluth		State: MN		Zip Code: 55804					
Phone #:		Enrollment: 550		Adviser Name: Kelsey Bryant							
School Year Open Date:				Adviser Email: kelsey.bryant@isd709.org							
School Year Close Date:				School Contact: Tracy Thompson							
Welcome Packet: Yes		School COntract Email: tracy.thompson@isd709.org			Street Address:						
Ship Yearbooks To: Account		City, State, Zip:									
Send Invoice To: Account											
School Purchase Order Number:											
YEARBOOK SPECIFICATION INFORMATION				YEARBOOK DATES:							
Size: 7					Cover Deadline:		1/11/2021				
Number of Pages: 40					Final Quantity Deadline:		4/5/2021				
Number of Copies: 226		School		Consumer		Requested Arrival Date: 5/21/2021					
		Base Price		\$15.20		\$18.00		Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.			
COVER & BINDING TYPE				School Price	Consumer Price	Set up Parent Notify:					
Cover & Binding Type: Split Cover - Smyth Sewing (Size 7 only)				\$5.00	\$5.00			Date			
Design: Signature Design				Free	NA	Activate YBPay:					
School Name & Year: Yes (1 or 2 lines)				Free	NA	Sales Flyer Need by Date:					
Personalization: My Yearbook Personalized Covers - MYPC (B)				\$6.00	\$6.00	1st Back to School Sale:					
Icon: No				-	-	2nd Yearbook Sale:					
Endsheets (Hardcovers Only): White Endsheets - Gloss (Default)				Free	NA	PORTRAIT INFORMATION					
						Photographed by Lifetouch: Yes					
						Associated Picture Days APO ID(s): TBD					
BOOK ENHANCEMENTS				School Price	Consumer Price	SALES REPRESENTATIVE USE ONLY					
Paper: Gloss Paper 80# (Default)				FREE	NA	Sign Info: <input checked="" type="checkbox"/> 5FB <input type="checkbox"/> ODC <input type="checkbox"/> LV1 <input type="checkbox"/> LV2 <input type="checkbox"/> SIMPLE4 YBPay: Direct Cut-Out Pages: No					
Supplements:											
Additional charges may apply for premium cover, endsheet or book upgrades and applications. Changes to the estimated total will be documented for approval prior to finalization.											
CONSUMER ENHANCEMENTS				School Price	Consumer Price	PACKAGE PRICING					
Zoom: Taped - (Diff Quantity)				\$2.00	\$2.00	A la Carte Items School Price: Consumer Price:					
Auto Inserts: 4-Page Autograph Insert				\$1.00	\$1.00	Book Price \$15.20 \$18.00					
Signing Pen:						MYPC \$6.00 \$6.00					
Yearbook Stickys: Yes				\$1.50	\$1.50	Foil Names -1 line					
Cover Keeper™ Dust Jackets:						Foil Names -2 Lines					
SPECIAL QUOTE / PREMIUM APPLICATIONS				Price							
						Icons					
						Zoom \$2.00 \$2.00					
						4-Pg Auto Insert \$1.00 \$1.00					
						YB Stickys \$1.50 \$1.50					
						Hard Cover Upgrade \$5.00 \$5.00					
						Package Config: Standard - MYPC					
						Packages: School Price: Consumer Price: Package A: \$24.20 \$27.00 Package B: \$23.20 \$26.00 Package C: \$22.20 \$25.00 Package D: \$16.95 \$19.75					
						* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.					
Lifetouch Representative		Rep Code:		The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.							
Sarah Wise		MIG1									
Lifetouch Representative Phone # / Email Address		Authorized School Representative (Print)							Title		
612-219-3303		sarah.wise@lifetouch.com							Catherine A. Erickson		
Lifetouch Representative (Signature)		Authorized School Representative (Signature)							Date		
<i>Sarah Wise</i>		<i>Catherine Erickson</i>		8/25/20							
OFFICE USE ONLY: (B)=Base, (M)=Mid, (P)=Premium											

Lifetouch.

YEARBOOK SALES AGREEMENT		Contract Years: 2021	New/Renew	Renew	Job #: 11452621
			LID #: 35718		
Account Name: Ordean East Middle School			State: MN	Zip Code: 55812	
Address: 2900 East 4th St		City: Duluth			
Phone #:		Enrollment: 1055	Adviser Name: Emily Lull		
School Year Open Date:			Adviser Email: emily.lull@isd709.org		
School Year Close Date:			Adviser Phone:		
Ship Yearbooks To:		Account	Alt Address Name		
Send Invoice To:		Account	Street Address:		
School Purchase Order Number:			City, State, Zip:		
YEARBOOK SPECIFICATION INFORMATION			YEARBOOK DATES:		
Size: 7			Cover Deadline: 12/7/2020		
Number of Pages: 104			Final Quantity Deadline: 4/5/2021		
Number of Copies: 651		School	Requested Arrival Date: 5/21/2021		
	Base Price	\$15.85	Consumer		
			\$18.00		
COVER & BINDING TYPE			School Price	Consumer Price	
Cover & Binding Type:	Split Cover - Smyth Sewing (Size 7 only)		\$5.00	\$5.00	
Design:	Signature Design		FREE	FREE	
Printed School Name & Year	Yes (1 or 2 lines)		FREE	FREE	
Personalization:					
Icons:					
Endsheets (Hardcovers Only):					
BOOK ENHANCEMENTS			School Price	Consumer Price	
Paper:	Gloss Paper 80# (Default)		FREE	FREE	
Supplements:					
Additional charges may apply for premium cover, endsheet or book upgrades and applications. Changes to the estimated total will be documented for approval prior to finalization.					
CONSUMER ENHANCEMENTS			School Price	Consumer Price	
Zoom:					
Auto Inserts:					
Signing Pen:					
Yearbook Stickers:					
Cover Keeper™ Dust Jackets:					
SPECIAL QUOTE / PREMIUM APPLICATIONS			Price		
			\$		
Estimated Freight			\$		
Freight Model			Actual Cost		
*Estimated Total:			\$		
			\$		
Deposit Rate			\$		
* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.					
Lifetouch Representative		Rep Code:	The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.		
Sarah Wise		MIG1			
Lifetouch Representative Phone # / Email Address		Authorized School Representative (Print)		Title	
612-219-3303	sarah.wise@lifetouch.com	EMILY LULL		ADVISER	
		Authorized School Representative (Signature)		Date	
Sarah Wise				4/24/20	

Cashin Eshon

8/31/20