

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

**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 "MnSCU") 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 sections of ENGL/READ 0950 during the 2018-19 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 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 supplemental/integrated instruction and instructional support for up to four sections of MATH 0501 Math Foundations during the 2018-19 academic year. ABE instruction for each section is five (5) hours per week with an additional one (1) hour of preparation for an equivalent of 0.15 FTE per section.

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.

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. MnSCU'S DUTIES. MnSCU shall:

Provide ABE a designated instructional space on LSC's main campus, located in the vicinity of the College's Learning Center. The space will be furnished by LSC with standard classroom furniture, six (6) computers, and a printer.

Provide ABE access to a computer lab 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.

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 Fifteen Thousand and 00/100 dollars (\$15,000.00) for instructional staff during the 2018-19 academic year.

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

December 21, 2018, covering August-December 2018 expenses

May 24, 2019, covering January-May 2019 expenses

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

4. TERMS OF AGREEMENT. This agreement shall be effective August 16, 2018, 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 28, 2019, 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. AUTHORIZED REPRESENTATIVES.

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

Name and Title: Patricia Fleege, Duluth Adult Education Manager  
Address: 215 N. First Avenue East, Duluth, MN 55802

Telephone: 218-336-8790  
E-Mail: patricia.fleege@isd709.org  
Fax:

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

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

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.

7. ASSIGNMENT. Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.
8. 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.
9. 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.

10. 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.
11. 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.

12. 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.

13. OTHER PROVISIONS. NONE

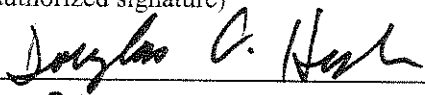
The rest of this page intentionally left blank. Signature page to follow.

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 Adult Basic Education

By (authorized signature)	
Title	CFO
Date	5/31/18

**2. VERIFIED AS TO ENCUMBRANCE**

By (authorized signature)	
Title	
Date	

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

Lake Superior College

By (authorized signature)	
Title	
Date	

**4. AS TO FORM AND EXECUTION**

By (authorized college/university/system office initiating agreement)	
Title	
Date	

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2019	570000		\$2500		



**Minnesota**  
STATE COLLEGES  
& UNIVERSITIES

**FACILITIES USE AGREEMENT  
OFF-CAMPUS FACILITIES ONLY**

THIS FACILITIES USE AGREEMENT is between Independent School District #709 ("Licensor"), 215 N 1<sup>st</sup> Ave East, Duluth MN 55802-2069 ("Licensor") and the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Lake Superior College, 2101 Trinity Road, Duluth MN ("MnSCU").

1. **PERMITTED USE.** Licensor agrees to allow MnSCU use of the following (hereinafter defined as the "Space"):

**Location:** Field at former Central High School ISD 709

**Date and Time:** August 2, 2018 – October 15, 2018

**Description of Activity or Event:** LSC Men's and Women's Soccer Practice on Monday thru Friday 3:00 pm – 6:30 pm during the above contracted time period.

2. **FEE.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of \$1000.00 (One Thousand and 00/100 Dollars) for use of the field, and up to \$1500.00 (One Thousand Five Hundred and 00/100 Dollars) for mowing and lining of the field (\$360 for initial set-up and \$160 per LSC request – maximum of 7) as needed, which shall be payable within 30 (30) days of MnSCUs' receipt of Licensor's invoice.
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of July 1, 2018 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 15, 2018. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.
4. **AUTHORIZED REPRESENTATIVES.**  
All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid,

(return receipt required) addressed as follows:

MnSCU's authorized agent:

Name/Title: Mike Seymour,  
Vice President of Academic & Student Affairs  
Address: 2101 Trinity Road, Duluth, MN 55811  
Telephone: 218-733-7628

Licensors' authorized agent:

Name: Doug Hasler, CFO/Director of Business Services  
Address: 215 N 1<sup>st</sup> Ave E, Duluth, MN 55802-2069  
Telephone: 218-336-8704

5. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition. Licensors shall provide the following:
- a. Parking;
  - b. any necessary keys or access codes;
  - c. mowing of field per ISD709 schedule with additional requests to mow and line being an additional One Hundred Sixty and 00/100 Dollars (\$160) per LSC request -- maximum of 5 requests.

Licensors shall allow MnSCU to place temporary signs directing students and other attendees to its event.

6. **SITE HOURS.** The Site hours are 8:00 am -- 9:30 pm. MnSCU may access the space during the specified hours and is responsible for securing the field and site if used after 4:30 pm .
7. **RULES AND REGULATIONS.** MnSCU agrees to comply with the site rules and regulations attached as **Exhibit C** during its use of the field parking lots and driveways which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
8. **LIABILITY.** Except as relates to the actual process and labor effort of mowing and field lining performed by the Licensors, the MnSCU agrees to accept all liability related to its use of the Space, and accepts the property AS-IS and MnSCU will perform any inspection, evaluation and repair necessary to allow the safety of its students and coaches or others while on the site. The Licensors shall not be considered responsible or required to make any changes or modifications to the Space. MnSCU accepts the space in its current condition. The MnSCU will perform all alterations or improvements it considers appropriate or necessary for the safe use the Space related to the MnSCU LSC Men's and Women's Soccer Practice and the participants related activity on the Licensors' premises associated with the Space. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.

with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured. MnSCU shall maintain this coverage at its

9. sole expense during its use of the field parking lots and driveways. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit A**, attached hereto and made a part of this Facilities Use Agreement.

Licensor shall maintain coverages at its sole expense during the term of this Agreement. MnSCU and Licensor shall provide each other with certificates of insurance, upon request. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. MnSCU is self-insured for workers' compensation purposes, and any such insurance extends only to employees of MnSCU, not to students.

10. **MINNESOTA DATA PRACTICES ACT.** MnSCU and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.

11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.

12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.

13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.

14. **BREACH.** In the event that Licensor breaches this Agreement, MnSCU shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.

15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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

- Agreement
- **EXHIBIT A**, General Insurance Requirements



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

- Agreement
- **EXHIBIT A, General Insurance Requirements**
- **EXHIBIT B, Site Plan showing Space permitted for use under this Agreement**

17. **SPECIAL PROVISIONS.** NONE

*Signature Page for Facilities Use Agreement – Off-Campus Facilities Only*

AGREEMENT NO: O-[campus ID number – last two digits of fiscal year – sequential number]


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

**APPROVED:**

**1. LICENSOR: Independent School District #709**

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

**2. MNSCU: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF Lake Superior College**

By (authorized signature)

Title CFO
Date 5/4/18

By (authorized signature)
Title
Date

**3. AS TO ENCUMBRANCE:**

By (authorized signature)
Title
Date

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

By (authorized signature)
Title
Date

AGREEMENT NO: O-[campus ID number – last two digits of fiscal year – sequential number]

**EXHIBIT A**

## GENERAL INSURANCE REQUIREMENTS

### 1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
  - \$100,000 Bodily Injury by Disease per Employee
  - \$500,000 Bodily Injury by Disease Aggregate
  - \$100,000 Bodily Injury by Accident

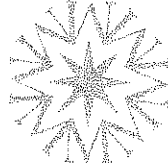
### 2. General Liability Insurance

- A. Minimum Limits of Liability:
  - \$2,000,000 – Per Occurrence
  - \$2,000,000 – Annual Aggregate
  - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
  - Premises and Operations Bodily Injury and Property Damage
  - Personal & Advertising Injury
  - Blanket Contractual
  - Products and Completed Operations
  - Other; if applicable, please list \_\_\_\_\_
  - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

### Additional Insurance Conditions

- The State of Minnesota's policy(ies) shall be primary insurance with respect to any claim arising out of the MnSCU Activity authorized under this Agreement.

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2019	570000		\$1500		73141



**Minnesota**  
STATE COLLEGES  
& UNIVERSITIES

**FACILITIES USE AGREEMENT  
OFF-CAMPUS FACILITIES ONLY**

THIS FACILITIES USE AGREEMENT is between Independent School District #709 ("Licensor"), 215 N 1<sup>st</sup> Ave East, Duluth MN 55802-2069 ("Licensor") and the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Lake Superior College, 2101 Trinity Road, Duluth MN ("MnSCU").

1. **PERMITTED USE.** Licensor agrees to allow MnSCU use of the following (hereinafter defined as the "Space"):

**Location:** Lincoln Park Middle School Athletic Field at, 3215 W. 3<sup>rd</sup> Street,  
Duluth MN

**Date and Time:** August 2, 2018 – October 30, 2018 (Schedule attached)

**Description  
of Activity or Event:** LSC Men's and Women's Soccer Games

2. **EEE.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of \$25.00/hour along with a \$50.00 gate attendant fee per date. Total amount for the soccer season not to exceed \$1,500.00 (one thousand five hundred and 00/100 dollars), which shall be payable in arrears within thirty (30) days of MnSCU's receipt of Licensor's invoice.
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of August 1, 2018 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 30, 2018. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.
4. **AUTHORIZED REPRESENTATIVES.**  
All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid,

(return receipt required) addressed as follows:

MnSCU's authorized agent:

Name/Title: Mike Seymour,  
Vice President of Academic & Student Affairs  
Address: 2101 Trinity Road, Duluth, MN 55811  
Telephone: 218-733-7628

Licensor's authorized agent:

Name: Doug Hasler, CFO/Director of Business Services  
Address: 215 N 1<sup>st</sup> Ave E, Duluth, MN 55802-2069  
Telephone: 218-336-8704

1. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition, including the pickup of garbage from the field and around the bleachers. Licensor shall provide the following:
  - a. all utilities reasonably required to use the Space, including heating, cooling, and electricity;
  - b. parking
  - c. building security customarily provided by Licensor; MnSCU may provide additional security at its own expense;
  - d. janitorial services related to restroom;
  - e. gate attendant of ISD 709 or any necessary keys or access codes;
  - f. other: A restroom facility directly accessible from the field level.

Licensor shall allow MnSCU to place temporary signs directing students and other attendees to its event.

5. **SITE HOURS.** The Site hours are 8:00 am – 9:30 pm. MnSCU may access the space during the specified hours and dates as listed on Attachment A, and is responsible for securing the field and site after every game.
6. **RULES AND REGULATIONS.** MnSCU agrees to comply with the site rules and regulations during its use of the field parking lots and driveways which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
7. **LIABILITY.** Except as relates to the actual process and labor effort of mowing and field lining performed by the Licensor, the MnSCU agrees to accept all liability related to its use of the Space, and accepts the property AS-IS. The Licensor shall not be considered responsible or required to make any changes or modifications to the Space. MnSCU accepts the space in its current condition. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.
8. **INSURANCE.** MnSCU maintains commercial general liability insurance in compliance

AGREEMENT NO: O-[campus ID number – last two digits of fiscal year – sequential number]  
with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured. MnSCU shall maintain this coverage at its

9. sole expense during its use of the field parking lots and driveways. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit A**, attached hereto and made a part of this Facilities Use Agreement.

Licensor shall maintain coverages at its sole expense during the term of this Agreement. MnSCU and Licensor shall provide each other with certificates of insurance, upon request. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. MnSCU is self-insured for workers' compensation purposes, and any such insurance extends only to employees of MnSCU, not to students.

10. **MINNESOTA DATA PRACTICES ACT**. MnSCU and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**. Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.
12. **AUDIT**. The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS**. Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH**. In the event that Licensor breaches this Agreement, MnSCU shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.
15. **GOVERNING LAW; VENUE**. This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **ENTIRE AGREEMENT**. This Agreement (including any exhibits, as shown below) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
- Agreement
  - **EXHIBIT A**, General Insurance Requirements

17. **SPECIAL PROVISIONS.** NONE

*Signature Page for Facilities Use Agreement – Off-Campus Facilities Only*


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

**APPROVED:**

**1. LICENSOR: Independent School District #709**

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

**2. MNSCU: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF Lake Superior College**

By (authorized signature)

Title CFO
Date 5/4/18

By (authorized signature)
Title
Date

**3. AS TO ENCUMBRANCE:**

By (authorized signature)
Title
Date

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

By (authorized signature)
Title
Date



AGREEMENT NO: O-[campus ID number -- last two digits of fiscal year -- sequential number]

**EXHIBIT A**

## GENERAL INSURANCE REQUIREMENTS

### 1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
  - \$100,000 Bodily Injury by Disease per Employee
  - \$500,000 Bodily Injury by Disease Aggregate
  - \$100,000 Bodily Injury by Accident

### 2. General Liability Insurance

- A. Minimum Limits of Liability:
  - \$2,000,000 – Per Occurrence
  - \$2,000,000 – Annual Aggregate
  - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
  - Premises and Operations Bodily Injury and Property Damage
  - Personal & Advertising Injury
  - Blanket Contractual
  - Products and Completed Operations
  - Other; if applicable, please list \_\_\_\_\_
  - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

### Additional Insurance Conditions

- The State of Minnesota's policy(ies) shall be primary insurance with respect to any claim arising out of the MnSCU Activity authorized under this Agreement.

## Lake Superior College home game schedule Fall 2018

Day	Date	Game against	Men Game Times	Women	Location and if Home game or Away game
<b>Home Game Schedule</b>					
Saturday	11-Aug	Dakota Wesleyan	3:00 PM	1:00PM	Home
Sunday	2-Sep	Central Iowa	3:00 PM	1:00 PM	Home
Tuesday	4-Sep	College of St. Scholastica	TBD		Home - Men Only
Monday	12-Sep	UW Superior		TBD	Home - Women Only
Sunday	16-Sep	Anoka Ramsey	1:00 PM	3:00 PM	Home
Wednesday	19-Sep	CSS		TBD	Home-Women Only
Saturday	6-Oct	Riverland	2:00 PM		Home
Saturday	6-Oct	Rochester		12:00 PM	Home
Sunday	14-Oct	Minnesota West	12:00 PM		Home - Men Only
Tuesday	16-Oct	Dakota County	2:00 PM	4:00 PM	Home

Lake Superior Home field is Lincoln Park Middle School 3215 W. 3rd St. Duluth MN 55806  
 Coach Lightfoot ph: 218-290-7518



## MEMORANDUM OF UNDERSTANDING

WHEREAS, **SOAR Career Solutions (SOAR)**, **North Central States Regional Council of Carpenters (NCSRCC)** and **Duluth Adult Basic Education** have come together to implement the *Preparatory Apprenticeship Project* funded by MN Department of Labor and Industry (MN DOL) - LEAP and Minnesota Department of Employment and Economic Development (MN DEED) – WESA.

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

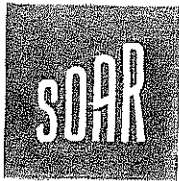
**SOAR** is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. **SOAR** provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services 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 11,600 individuals have received services.

**NCSRCC** represents nearly 26,000 union members and their families from 36 local unions in Iowa, Minnesota, Nebraska, North Dakota, South Dakota and Wisconsin. **NSRCC** is chartered by the United Brotherhood of Carpenters (UBC) and Joiners — one of North America's first unions, and still one of its most vibrant. The UBC represents more than half of a million Carpenters, Floor Coverers, Lathers, Millwrights, Pile Drivers and Cabinet Makers in the United States and Canada.

**Duluth Adult Basic Education** is a division of the Duluth Public School System's Community Services Programs. Classes and tutoring are offered in basic skills development (math, reading, writing, computer basics), GED preparation, English as a second language for immigrants and refugees, and transition skills for students wishing to enter post-secondary education or the job market.

### II) Purpose and Scope

**SOAR**, **NCSRCC**, and **Duluth Adult Basic Education** will collaborate to implement the *Preparatory Apprenticeship Project (PAP)*. *PAP* has been designed to introduce the concept of apprenticeships and provide a pre-apprenticeship training to



economically disadvantaged, non-traditional participants into the trades. The PAP collaborative works to obtain the goal and objectives outlined in the Project Workplan and as described in the Grant Narratives.

**Goal:** Increase the number of non-traditional individuals (Indigenous People, People of Color and Women) entering into the Carpenters and Joiners Apprenticeship.

**Objective 1:** Increase community awareness of Preparatory Apprenticeship Project (PAP)

**Objective 2:** 80% (24 out of 30) of PAP Enrolled Participants will increase Self-awareness and Work Readiness Skills

**Objective 3:** 80% (12 out of 15) enrolled into PAP Participants graduate.

**Objective 4:** 60% (7 out of 12) PAP Participants enter into a Registered Apprenticeship

### III) Roles and Responsibilities

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

**SOAR, NCSRCC and Duluth Adult Basic Education will:**

- 1.) Ensure grant outcomes and objectives are met to the best of their abilities.
- 2.) Ensure proper documentation supports success measures and benchmarks and submit to SOAR in accordance with the timeline outlined below.
- 3.) Maintain communication with partner agencies.
- 4.) Attend advisory committee meetings.
- 5.) Retain grant documentation for a minimum of six years.

**SOAR will:**

- 1.) Serve as the fiscal host and grant administrator;
- 2.) Serve as the liaison between DOL/MN DEED and partner agencies.
- 3.) Facilitate regular meetings with partner agencies for the purpose of providing collaborative oversight of the project.
- 4.) Facilitate regular meetings with partner agencies' program staff for the purpose of implementation of the project, identify issues and solutions.
- 5.) Recruit, screen and enroll eligible participants into PAP.
- 6.) Provide supportive services to participants.
- 7.) Provide work readiness, job search and retention services to participants of PAP.



**North Central States Regional Council of Carpentry will:**

- 1.) Facilitate 160 hours of carpentry training.
- 2.) Coordinate employer outreach and engagement efforts throughout the training period.
- 3.) Help connect participants with a registered apprenticeship.
- 4.) Host an experiential tour for women interested in accessing the field of carpentry.

**Duluth Adult Basic Education will:**

- 1) Provide basic skill assessment utilizing the Test of Adult Basic Education (TABE) which is recognized by the state of Minnesota as a means of assessing skill level in reading and math.
- 2) Provide field specific and essential basic skill development in reading, writing, math, study skills, and computer skills in a "just in time" contextualized stand-alone bridge course focused on preparing students to meet the challenges of carpentry specific training.
- 3) Provide integrated contextualized instruction during carpentry training.
- 4) Utilize whole cohort instruction and support, small group practice, as well as individual academic support to address the unique needs of students.

**IV) Financial and Progress Reports**

Payment to partner agencies is contingent upon receipt of MN DOL and MN DEED funding.

Invoices must be submitted to SOAR by the first of the month following quarter end to ensure payment. Documentation to support these payment requests do not need to be submitted, but retained at each respective agency and must be available to show in the event of an audit.

Due dates are as follows:

July 1, 2018	January 1, 2019	July 1, 2019
October 1, 2018	April 1, 2019	

Below represents the funding allocated to each agency.

- ✓ Duluth Adult Basic Education: \$1,890 (MN-DOL funds) through 6/30/19
- ✓ NSRCC: \$16,800 (MN-DOL funds) through 6/30/19
- ✓ NSRCC: \$18,419 (WESA funds) through 6/30/19

MJC 5-21-18

**V) Timeline**



Responsibilities under this Memorandum of Understanding will coincide with the MN DOL and MN DEED Grant timeline that ends June 30, 2019.

**VI) Mutual Understanding**

This MOU may be terminated by either party upon 30 days written notice.

**V) Signatures**

SOAR Career Solutions (SOAR), Duluth Adult Basic Education and North Central States Regional Council of Carpenters agree to collaborate and provide services as detailed above and pursuant to the program narrative of the grant application.

BY: [Signature] DATE: 5/22/18  
Executive Director, SOAR Career Solutions

BY: [Signature] DATE: 05/30/18  
Coordinator, Duluth Adult Basic Education

BY: [Signature] DATE: 5-21-18  
Title?, NCREC  
Executive Director, Carpenters + Joiners Training

Essentia Health SMMC  
407 East Third Street  
Duluth, MN 55805  
ECFE Amazing Newborn Summer Program

Memorandum of Understanding

This agreement will define the services to be provided by an ECFE staff member to continue the class "Amazing Newborn" during summer school recess June 12, 2018 through August 23, 2018.

The parent educators will provide 1.5 hours of service for each Amazing Newborn session at the Birthing Center for a total of 22 visits.

The cost to facilitate this program for the summer of 2018 will be \$1650.00.

Approvals:

Jana Nachtsheim  
Essentia Health SMDC Print name

5/22/18  
Date

Jana Nachtsheim  
Essentia Health SMDC Signature

5/22/18  
Date

Douglas A. Hasler  
CFO Independent School District #709  
Print name

05/30/18  
Date

Douglas A. Hasler  
CFO Independent School District #709  
Signature

05/30/18  
Date



**NORTHLAND LEARNING CENTER  
AND  
Duluth Public Schools**

**AGREEMENT FOR PURCHASE OF ASSISTIVE TECHNOLOGY  
SERVICES**

The following is an Agreement between *Northland Learning Center* and Duluth Public Schools. This Agreement shall be effective *August 28<sup>th</sup>, 2018– June 7th 2019*.

**I. Duluth Public Schools Agrees:**

- A. Hire and retain a full-time Assistive Technology Coordinator and sub-contract for .5 FTE to Northland Learning Center.
- B. Submit a yearly invoice for the .5 FTE including Salary and Fringe for this personnel for actually expenses. This will be approximately \$37,100 in Salary and \$12,000 in Fringe not to exceed \$49,100 Total for .5 FTE.

**II. Northland Learning Center Agrees:**

- A. To direct and supervise all work provide by the Assistive Technology Coordinator for 20 per contract week.
- B. To remit to NORTHLAND LEARNING CENTER, upon receipt yearly invoice, the amount due and owing for the services provided.
- C. The Director of Special Education at Northland Learning Center shall supervise the contracted services to ensure that services are provided in accordance with Regional needs.

**ADDITIONAL CONDITIONS**

1. The Duluth Public Schools and NORTHLAND LEARNING CENTER Schools will comply with all state and federal reporting requirements. The Duluth Public Schools and NORTHLAND LEARNING CENTER will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.
2. NORTHLAND LEARNING CENTER will consents to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.

3. The numbers may be used in the enforcement of federal and state laws resulting in action requiring the contractor to file tax returns, pay delinquent taxes or other state liabilities.
4. Services must be provided to the satisfaction of Duluth Public Schools and not in violation of any federal, state or local laws, ordinances, rules and regulations. NORTHLAND LEARNING CENTER will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.

CANCELLATION

This agreement may be cancelled by Duluth Public Schools or NORTHLAND LEARNING CENTER at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, the contractor shall be entitled to payment, determined on a pro rata basis, for work performed to Duluth Public Schools.

AMENDMENTS

Amendments must be in writing and indicate approval by both parties to the amended terms.

STATE AUDIT

The books, records, documents and accounting procedures of the contractor and its employees relevant to this agreement must be made available by the STATE for a minimum of 6 years from the end of the agreement.

LIABILITY

The contractor agrees to indemnify, save and hold the district/agency; its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the contractor and its agents or employees.

Agreed to by:

NORTHLAND LEARNING CENTER

ISD 709

By \_\_\_\_\_

By *Joseph A. Hank*

Title \_\_\_\_\_

Title CFO

Date \_\_\_\_\_

Date 05/30/18