

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF DULUTH, THROUGH THE  
DULUTH PUBLIC LIBRARY,  
AND  
INDEPENDENT SCHOOL DISTRICT NO. 709**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the City of Duluth through the Duluth Public Library (“Library”) and Independent School District 709 (“ISD 709”).

WHEREAS, on June 12, 2023, the Library and ISD 709 wish to re-establish the virtual library card program for students and educators called Library Port program; and

WHEREAS, the Library Port program benefits the Duluth community by facilitating student engagement with the library, particularly that of under-resourced students; and

WHEREAS, through the Library Port Program the library is able to provide library materials and access to e-resources to students who did not have access to conventional library cards for reasons beyond their control; and

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

- I. ISD 709 Obligations.
  - A. ISD 709 agrees to provide Library Port Program information provided by the Library to staff annually;
  - B. ISD 709 agrees to create an opt-out process for parents consistent with federal and state law;
  - C. ISD 709 agrees to provide the following information on participating students to the Library: Unique ID, Student Lunch ID Number, Name, Address, Phone, School Email, Date of Birth; School, and Grade;
  - D. ISD 709 agrees to implement the following processes for transferring student data to the Library for the purpose of creating virtual library cards:
    1. Assign all students a unique number up to six digits. (Codes will be assigned to individual schools to add to that data output.)
    2. Run queries from ISD 709 student system (e.g. Infinite Campus), to create a tab delimited text file that includes student lunch ID number, name, school email, and date of birth.
    3. Transfer tab delimited text file via Library’s secure FTP site on a regular basis.

- E. ISD 709 agrees to promote Library Port internally to ensure that Library Port is a resource to enrich students' curriculum and the library is part of students' community; and
- F. ISD 709 agrees to promote Library Port externally to parents and the general public in partnership with the Library, including a formal announcement of the partnership agreed upon by both parties.
- G. ISD 709 agrees to designate a contact person, either the Director of Curriculum and Instruction or a representative of the Superintendent's Office, for the Duluth Public Library to work with on an ongoing basis.

II. Library Obligation.

- A. Library agrees to provide access to Library resources risk free. ISD 709 students will be able to check out digital materials and up to five physical items without overdue fines. Fresh Start, a read-down or do-down process, will be provided for students to eliminate any monetary fees for lost or damaged materials at no cost.
- B. Library agrees to provide staff of ISD 709, including those that live outside the City of Duluth, with a digital access card allowing access to Library Port electronic materials.
- C. Library agrees to promote Library Port externally to the general public in partnership with the ISD 709, including a formal announcement of the partnership agreed upon by both parties.

III. General Terms and Conditions.

- A. Data Practices.  
Each party will abide by the provisions of Minn. Stat. Chapter 13, the Minnesota Data Practices Act, as well as the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 in the handling and disclosure of data.
- B. Contract Period.  
Notwithstanding the date of execution, the term of this Agreement shall commence on the Effective date and shall continue until June 30, 2027, unless terminated earlier as provided for herein. Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement without cause.
- C. Non-Discrimination.  
Parties shall not discriminate against any person in granting or denying access to Library Port because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance.
- D. Hold Harmless.  
Each party shall be responsible for its own acts and omissions in carrying out the obligations of this Agreement.
- E. Notices

Notice to the Library or ISD 709 provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

**City**

Duluth Public Library  
520 W. Superior Street  
Duluth, MN 55802  
Attn: Library Manager

**ISD 709**

Duluth Public Schools, ISD 709  
215 N 1st Ave E  
Duluth, MN 55802  
Attn: Superintendent of Duluth Public Schools

F. Laws, Rules and Regulations.

Parties agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

G. Applicable Law.

This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Duluth, Minnesota.

H. Severability.

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

I. Entire Agreement.

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment 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.

J. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same


instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

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

**CITY OF DULUTH**

**ISD 709**

By: \_\_\_\_\_  
Mayor

By:  \_\_\_\_\_  
Superintendent

ATTEST:  
  
\_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Countersigned:

\_\_\_\_\_  
City Auditor

*Duluth Campus*

*College in the Schools  
Office of the Registrar*

*139 Darland Admin Bldg  
1049 University Drive  
Duluth, Minnesota 55812*

## MEMORANDUM OF AGREEMENT

between the University of Minnesota Duluth  
and Independent School District 709

### Term of Agreement: 2023-2024

By this agreement, the University of Minnesota Duluth College in the Schools (CITS) Program and Duluth Public Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified students.

The Duluth Public School District agrees to partner with UMD CITS for the academic year 2023-2024 and will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in the preparation and ongoing CITS curriculum development as well as student instruction of a dual enrollment course. Hybrid and/or online course modalities may be approved by UMD on a course by course basis. Students enrolled in UMD CITS courses must use course materials approved by a UMD CITS Faculty Liaison that are deemed similar to those used on the UMD campus.
- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. A school counselor or CITS teacher may submit a Course Permission Form to request that a high-potential student who does not meet the GPA or grade level requirements be allowed to enroll in CITS classes. The form needs support and specific rationale from the school counselor and/or the CITS teacher. The UMD Registrar has the final decision regarding student enrollment with the ability to earn college credit from the University of Minnesota Duluth. Students who do not meet the program requirements to enroll in the course for college credit, may remain in the class for high school credit only. The CITS class must maintain at least 30% of students enrolled in the course for college credit versus high school credit only. Any course not meeting this enrollment requirement, will need CITS program approval.
- Adhere to UMD's enrollment limits, a maximum of 40 students per CITS class section except where otherwise noted in Addendum A. Due to pedagogical best practices, WRIT 1120 and all of the World Languages classes (French, German, and Spanish) are limited to a maximum of 25 students. For Physical Education courses, the classroom enrollment is determined by equipment/weight room space, and will be listed in Addendum A. In addition, students enrolled in a UMD course may not be of mixed levels. For example, you may not combine German 3 students in a classroom with German 4 students.
- Provide UMD CITS program staff with a copy of the final class syllabi and the side-by-side assessment tool each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development.
- Only UMD certified faculty are to teach the UMD CITS curriculum. High School administration must notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum. CITS staff will work with administrators and teachers to obtain an expedited approval. In addition, student teachers may assist with but not be the primary instructor of a concurrent enrollment course offered through UMD CITS.
- Administratively approve and coordinate with the CITS high school faculty any UMD on-campus learning experiences, field trips etc. in accordance with the local ISD district rules for travel. The High School CITS

faculty will coordinate any UMD on-campus learning experience with the UMD CITS Program Coordinator and the UMD Faculty Liaison for that course.

- Adhere to University of Minnesota Duluth and the College in the Schools program policies, procedures, and deadlines as set through the Office of Academic Affairs. This includes posting final grades to MyU within 3 working days of the end of the class.
- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office of the Registrar administration; and
- Collaborate with UMD to provide students and their families the best possible information regarding the program and the benefits/implications of participation.

With the coordination of the Office of the Registrar and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS college curriculums to the Duluth Public School's qualified students for UMD credit taught by UMD approved faculty /teaching specialists. See Addendum A for the course list for the terms of this contract;
- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program;
- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation;
- Select and support CITS faculty liaisons who provide curriculum and professional development to and collaborate with UMD CITS teaching specialists;
- Facilitate access to UMD student/faculty benefits and services, including: Internet/email, library and tutoring resources; and
- Share course evaluations per term, along with generalized CITS survey and research information.


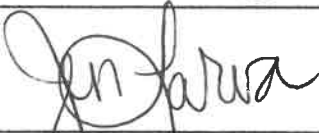
Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreement.

UMD will charge \$92 per student, per course enrollment (see Addendum A for course listing) based on the UMD CITS class lists printed after the CITS course withdrawal deadline. UMD will bill the ISD 709 School District using the following schedule:

- Fall semester student enrollments are final in November and billed in December.
- Spring semester enrollments are final in March and are billed in April.
- All year student enrollments are final in January and are billed in April.
- Trimester 1 student enrollments are final in November and are billed in December.
- Trimester 2 student enrollments are final in January and are billed in April.
- Trimester 2/3 student enrollments are final in April and are billed in April.
- Bills are payable within 30 days.

CITS courses offered in the Duluth Public School District may be amended and/or expanded in each succeeding year.

**APPROVALS:**

Title	Name	E-Signature	Date
UMD Executive Vice Chancellor for Academic Affairs	Amy Hietapelto		
UMD Registrar	Tracey Bolen		
Duluth Public Schools Executive Director of Business Services & Finance Manager	Simone Zurich		5/22/23
Duluth Public Schools Director of Secondary Curriculum & Instruction	Jen Larva		5/18/23

**cc:**

Joan Lancour, Executive Assistant to the Directors of Curriculum & Instruction  
Nathan Glockle, Principal, Academic Excellence Online (AEO) High School  
Tom Tusken, Principal, Denfeld High School  
Danette Seboe, Principal, Duluth East High School

## Addendum A

### 2023-2024 List of UMD CITS Courses To Be Offered in ISD 709

#### Academic Excellence Online (AEO) High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)	Nathan Approved
MATH 1250	Precalculus Analysis	4	40	N/A	Ahern, Jenny	approved not teaching through UMD in 2023 - 2024
MATH 1296	Calculus I	5	40	All Year	Ahern, Jenny	NG
WRIT 1120	College Writing	3	25	Fall & Spring	Schingen, Joe	NG

#### **Notes (AEO only):**

MATH 1250 will not be offered during the 2023-24 academic year.

#### Denfeld High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)	Tom approval
ECON 1003	Economics and Society	3	40	Fall & Spring	Florestano, Angelo Hollinday, Gina	TT
ENGL 1907	Introduction to Literature	3	40	Spring	Macioce, Maria	TT
MATH 1296	Calculus I	5	40	All Year	Lewis, Ed	TT
PE 1616	Weight Training	1	24	Spring	Marsolek, Stacia	TT
SOC 1101	Introduction to Sociology	4	40	Fall	Hollinday, Gina	TT
SPAN 1201	Intermediate Spanish I	4	25	Fall	Cummins, Johanna	Not being offered in 23-24
SPAN 1202	Intermediate Spanish II	4	25	Spring	Cummins, Johanna	Not being offered in 23-24
WRIT 1120	College Writing	3	25	Fall & Spring	Mickle, Stephanie	TT



## Duluth East High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)	Danette approval
ECON 1003	Economics and Society	3	40	Fall & Spring	Updegrave, Richard	DS
ENGL 1907	Introduction to Literature	3	40	Fall	Jones, Greg	DS
GER 1201	Intermediate German I	4	25	Fall	Lull, Emily	not running 23-24
GER 1202	Intermediate German II	4	25	Spring	Lull, Emily	not running 23-24
MATH 1296	Calculus I	5	40	All Year	Graves, Peter Garnett, William	DS
PE 1616	Weight Training	1	24	Fall & Spring	Ratai, Al Hietala, Joe	DS
SOC 1101	Introduction to Sociology	4	40	Fall & Spring	Nachbar, Catherine	DS
SPAN 1201	Intermediate Spanish I	4	25	Fall	Kroll Strukel, Kimberly	DS
SPAN 1202	Intermediate Spanish II	4	25	Spring	Kroll Strukel, Kimberly	DS
WRIT 1120	College Writing	3	25	Fall & Spring	Sorenson, Stuart	DS