

NORTHLAND FOUNDATION

May 19, 2010

Bonnie Wolden, Principal
Rockridge Elementary School - ISD #709
4849 Ivanhoe Street
Duluth, MN 55804

Project #4688

Dear Ms. Wolden:

I am pleased to inform you that the Northland Foundation has reviewed your proposal for the **S.M.A.R.T. Workshop** and has approved a grant of **\$5,000.00** for the period (6/1/10 to 8/31/10) to **Rockridge Elementary School - ISD #709**. If the timeline for your project is different than what is identified above, please notify us and your reporting date will be adjusted.

Enclosed are two copies of the Agreement of Grantee for your review. If you agree with the conditions presented, please have one copy signed by the authorized official and return it to our office by **June 1, 2010**.

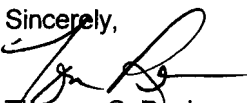
The Northland Foundation will implement a full payment schedule for this grant. If all of the grant conditions are met, this payment will be distributed in the sum of **\$5,000.00 in June 2010**.

The Northland Foundation will be making public news releases through the regional media regarding all of the grants awarded. Please utilize your community media resources to announce receipt of these funds to your project. The Northland Foundation would appreciate being acknowledged as a source of support in all news releases initiated by you. Please provide us with copies of any press coverage and photographs received by your project, as well as any media releases and program materials you produce. These will be added to your file and may be utilized by the Northland Foundation in our public information efforts.

As you will note, one of the conditions of the Agreement of Grantee is the submission of a final report on the progress, outcomes, and financial activity of your project. To assist you in this process, I am enclosing one Final Report form. We will expect this report from you by **September 30, 2010**. Please provide us sufficient narrative to describe the progress and impact of your project. For your convenience, the reporting forms are available on-line at www.northlandfdn.org/Grants/ReportingForms. The completed report can be submitted electronically to carole@northlandfdn.org.

On behalf of the Northland Foundation, I would like to extend sincere congratulations to you and your organization. Please call Carole Saylor, if you have any questions. I look forward to learning about the progress and success of your project.

Sincerely,


Thomas S. Renier
President

Enclosures

cc: Carole Saylor
Carol Chipman



Building a Strong Foundation for the Future of Our Region

610 Sellwood Building ▪ 202 West Superior St., Duluth, MN 55802 ▪ p. 218.723.4040 ▪ 800.433.4045 ▪ f. 218.723.4048 ▪ www.northlandfdn.org

AGREEMENT OF GRANTEE

As a condition of a total grant of **\$5,000.00** from the Northland Foundation to **Rockridge Elementary School - ISD #709** to support the **S.M.A.R.T. Workshop project**, the undersigned agrees:

1. To use the funds only for the designated purpose as described in the grant notification letter dated May 18, 2010 and to notify the Northland Foundation of and obtain its consent to any substantial deviations from said grant application.
2. To maintain its books and records to show, and separately account for, the funds received under this grant, and to maintain records of expenditures adequate to identify the purposes for which grant funds have been expended.
3. To permit the Northland Foundation, at its request, to have complete access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.
4. To repay to the Northland Foundation any portion of the grant which is not used for the purposes specified herein or in the grant application.
5. To not use the funds for any purpose prohibited by law, and to immediately notify the Northland Foundation of any lawsuit or any proceedings before any federal, state, or local administrative agency, which may be initiated against it.
6. To submit progress reports to the Northland Foundation, detailing activities and progress in accomplishing the objectives of the project, as well as all expenditures made in administration of the grant, as requested by the Northland Foundation staff.
7. Upon completion of the period for which funds were granted, to submit a detailed final report of the activities carried out under the grant, a final expenditures report, and an evaluation of what has been accomplished by the project.
8. That the total amount of this grant, or any payment thereof, may be discontinued, modified or withheld at any time when, in the judgment of the Northland Foundation, such action is necessary to comply with requirements of the law.

Duluth Public Schools
Name of Organization or Fiscal Agent


Authorized by Organization
(Administrator, Officer, Board Chair, Superintendent)

6/15/10
Date

Project #4688

Family Services Collaborative of Southern St. Louis County

1701 N. 9th Avenue Virginia, MN 55792
Phone: 218.749-8130 • Fax: 218.749-8133 • cell: 218.780-8209
• e-mail: ecarr@isd2142.k12.mn.us

5/2010

Marilyn Larson
Duluth Public Schools
Early Childhood
2102 Blackman Avenue
Duluth, MN 55811

Dear Marilyn,

Thank you for your request to the Family Service Collaborative of Southern St. Louis County to continue the Truancy project assisting students to stay in school.

At our Board meeting last week, funding for this service for the 2010-2011 year was approved for \$36,000.

The contract for this service is included. Please sign both copies and return by April 16. I will then return a completed signed contract to you for your records.

Thank you for your commitment to young children getting the best start in school.

Respectfully,



Edie Carr, Director

Copy: Keith Dixon, Supt.

*"Improving the lives of children and their families by working together
to provide integrated*

PURCHASE OF SERVICE AGREEMENT
LOCAL COLLABORATIVE TIME STUDY FUNDING

THIS AGREEMENT, by and between **THE GOVERNING BOARD OF THE SOUTHERN ST. LOUIS COUNTY FAMILY SERVICE COLLABORATIVE**, 1701 N. 9th Avenue, Virginia, MN 55792 (hereinafter referred to as the "Governing Board") and **Duluth Schools** (hereinafter referred to as "Provider") 215 North 1st Ave. East, Duluth, MN 55802, for the period specified below.

WITNESETH:

WHEREAS, the Governing Board administers the Local Collaborative Time Study (LCTS) and receives reimbursement from the federal government for the purpose of expanding prevention and early intervention services to families and children;

WHEREAS, the Governing Board, passed a motion authorizing the expenditures for the Truancy Action Project;

WHEREAS, the Provider meets the training and experience requirements for desired services requested by the Governing Board; and

WHEREAS, the Governing Board wishes to purchase such services from the Provider;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Governing Board and the Provider agree as follows:

1. Services to be Purchased and Effective Dates of Service

A. The Governing Board agrees to purchase and the Provider agrees to furnish the following Services:

Early Childhood Mental Health Consultation Services

The effective dates of this agreement will be July 1, 2010 – June 30, 2011.
See **Attachment A, Section I**, for details

2. Cost of Services

A. Cost of Services shall be as follows:

Total reimbursement for the project shall not exceed: **\$36,000**

See **Attachment A, Section II**, for details

3. Payment Process

The Governing Board will direct the Social Services Department of St. Louis County, as fiscal agent, to issue a payment, **as requested by the Provider**, the total amount not to exceed that specified in 2A. It will be considered a fee for service payment model.

4. Conditions of the Parties' Obligations

- A. Maintenance of Effort: Funds must not be used to supplant or replace existing funds.
- B. Reporting: The Provider will issue an evaluation report annually and include the services provided during the reporting period and progress made on meeting the contracts' goals. These reports will be provided to the Director of the Southern St. Louis County Family Service Collaborative by the dates requested.
- C. The Governing Board, or its duly authorized designee, shall have access to records at reasonable hours in order to exercise the right to monitor the services provided. The Provider's conduct of the service is subject to audit at their (Provider) expense by the Governing Board or its duly authorized designee. This would occur only if there was reason to believe inappropriate service and/or conduct existed.
- D. Outcomes:
The Provider agrees to track indicators, target goals, and performance during the period of the Agreement and discuss the Provider's contribution to these outcomes in the bi-annual reports.
- E. Each party agrees to cooperate fully with each other in the development and implementation of services.
- F. In the event of changes in Legislation or new guidelines by the State, each party agrees to renegotiate any terms and/or conditions within this Agreement that would be effected and in need of change to reflect the new legislation or guidelines.

5. Subcontracting and Assignment

The Provider shall not enter into subcontracts or assignment of any of the work contemplated under this Agreement without written approval of the Governing Board. All subcontracts or assignments shall be subject to the requirements of this Agreement. The Provider shall continue to be responsible for the performance of the obligations of this Agreement despite any subcontract or assignment.

6. Mutual Indemnification

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

7. Cancellation, Default and Remedy

- A. This Agreement shall continue in effect until terminated by either party, with 30 days advance, written notice delivered to the other party at the address provided on the first page of this Agreement.
- B. If a deficiency sufficient to cause cancellation of the Agreement is determined to exist by the Governing Board, the Governing Board will send a written notice to the Provider. The notice shall detail the deficiency and request a written response from the Provider to the Governing

Board within ten (10) working days describing methods used to correct the deficiency. If a response is not received within the ten (10) working days, the Agreement will be cancelled immediately.

- C. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults. Waiver of breach of any provision of this Agreement shall not be considered to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of the Governing Board.
- D. In the event of cancellation of this contract, the Provider will return to the Collaborative the balance of funds received and not expended.

8. Data Privacy

The Provider agrees to comply in all respects with the Minnesota Government Data Practices Act. Minn. Stat. Chapter 13 and further agrees to comply with any requests of the Governing Board that are necessitated by the Governing Board's obligation under said Act.

9. Single Instrument, Legality

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiation between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Provider and the Governing Board relating to the subject matter hereof.

The provisions of this Agreement are severable. If a Court of Law holds any paragraph, section, subdivision, sentence, clause or phrase in this Agreement to be contrary to law or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portion of the Agreement. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Agreement that does not violate the above-referenced ruling.

10. Compliance with Laws

The Provider shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Provider is responsible.

In WITNESS WHEREOF, the parties have executed this Agreement.

DULUTH PUBLIC SCHOOLS:
ISD 709

Name: W. K. Johnson

Its: CFO

Date: 7/6/2010

GOVERNING BOARD:
Southern St. Louis County
Family Service Collaborative

Name: Tom Roy

Its: Board Chair

Date: 5/11/10

ATTACHMENT A

I. Description of Service to be provided

16 hours of mental health consultation through Lutheran Social Services (LSS) will be available to the Early Childhood program for Duluth Schools & their partners.

The role of the mental health consultant is to observe the child in the classroom setting in order to:

- Help staff understand the child's underlying social-emotional issues
- Engage the parent in helping to create some strategies for use in the classroom & at home
- Make referrals for mental health evaluation when needed.

Ultimately, all of these activities are aimed at helping to lower the child's stress level to facilitate ability to learn and self-regulate

II. Line Item Budget

Category	Amount Requested From Collaborative	Agency Contribution	Total Budget
Contracted Services	\$36,000		
Travel/Mileage			
Parent Involvement Activities			
Equipment/Supplies			
Miscellaneous			
TOTAL	\$36,000		