



For Internal Use Only	
Depts must provide:	
ESAF#	
Chart/Field Account No.	- -

For Internal Use Only	
OES must provide:	
OES Contract #	
Analyst	

## UNIVERSITY OF MINNESOTA Workshop/Presentation Agreement

The Regents of the University of Minnesota, through its **UMD Continuing Education Department** ("University"), agree to provide a workshop/presentation for **Duluth Public Schools (ISD 709)**, a **Minnesota** ("Company"), on the following terms and conditions:

- Description of Workshop/Presentation: Mental Illness Warning Signs and Opportunities for Support.** A full description of the workshop/presentation is attached hereto and made a part hereof as Exhibit A.
- Date, Location, and Time:**  
Date: **August 27, 2014.**  
Location: **Duluth Public Schools training facility in Duluth, Minnesota (address to be determined).**  
Time: **To be determined.**
- Payment Terms:** For the services under Section 1., Company shall pay University see **Exhibit A, attached hereto and made a part hereof: for up to 300 participants - four thousand six hundred eighty and no/100 dollars (\$4,680).** Payment is due on the day of the workshop/presentation or upon receipt of invoice. In the event Company cancels for any reason, except for extraordinary causes beyond the reasonable control of Company, Company shall remain obligated for the full amount set forth in this paragraph.
- Obligations of Company.** Company agrees to provide the following accommodations, equipment, and material: **See Exhibit A, attached hereto and made a part hereof.**

**5. Ownership of Materials and Presentation.** All materials provided by University during the presentation shall remain the property of University. Company is provided a license to use the material in connection with the workshop/presentation, but Company may not copy or distribute the material without the express written consent of University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of University.

**6. Disclaimer.** University makes no claims of any kind with respect to the workshop/presentation and shall not be liable for participant's reliance on any statements or demonstrations made during the workshop/presentation. University's maximum obligation to Company for any cause of action arising under this Agreement, including failure to perform, shall not exceed the amount actually paid to University by Company under Section 3.


**7. Complete Agreement/Governing Law.** This Agreement, including any attached exhibits, represents the complete agreement of the parties. No amendments to this Agreement shall be binding upon University unless signed by an authorized University representative. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University. This Agreement shall be governed by the laws of Minnesota and any action to enforce this Agreement shall be brought only in Hennepin County, Minnesota.

IN WITNESS WHEREOF, the parties have entered into the Agreement effective TBD.

Regents of the University of Minnesota

By: \_\_\_\_\_  
Name: **Lynn Burbank**  
Title: **Director of UMD Continuing Education**  
Date: \_\_\_\_\_

55802

By:   
Name: **Laura Fredrickson, EdD / Bill HANSON**  
Title: **Director of Special Services / CFO**  
Date: \_\_\_\_\_  
Address: **215 N. 1st Ave. E., Room 201, Duluth, MN**

Phone: **218-336-8741** Fax:

## EXHIBIT A Description of Workshop/Presentation For Duluth Public Schools (ISD 709)

Duluth Public Schools (ISD 709) has identified a need for Mental Illness Warning Signs and Opportunities for Support training. UMD Continuing Education will provide a quality program and experienced facilitation to ensure that training need is met as requested.

### About UMD Continuing Education

UMD Continuing Education provides a variety of professional and personal development programs for individuals of all ages seeking to improve or develop new skills, advance careers, or gain continuing education units. We offer programs in face-to-face formats so learners can network with other professionals seeking to enhance similar skill sets. We also offer courses and certificates online to meet personal schedules and learning styles.

To meet the unique needs of organizations, we also provide customized training solutions with a customer-centered approach. Our team of program developers first engages with organization leaders to discover what challenges they face when there is a gap between performance expectations and results. Through collaboration, we identify the training objectives necessary for closing performance gaps and deliver training recommendations. Once the desired training is identified, we utilize a rapid design and development process to generate innovative curriculum that can be delivered promptly and in formats that best suit the organization's work environment. Course assessments and quality assurance audits are performed to ensure goals and learning objectives have been achieved.

### Our Program Development Philosophy and Team

UMD Continuing Education's Program Development team is committed to following the art and science (Malcolm Knowles) of helping adults learn. We design and develop programs based on the essential qualities that adult learners possess.

1. Adults need to know the reason for learning something.
2. Experience (including error) provides the foundation for learning activities.
3. Adults need to be responsible for their decisions on education (self-concept): involvement in the planning and evaluation of their instruction.
4. Adults are most interested in learning subjects having immediate relevance to their work and/or personal lives (readiness).
5. Adult learning is problem-centered rather than content-oriented.
6. Adults respond better to internal versus external motivators.

UMD Continuing Education understands that adult learners value taking part in the learning process and applying learning to their real world careers and personal interests. When UMD Continuing Education develops training, we seek opportunities to integrate a variety of activities that will engage adult learners and reinforce their learning.

### Shannon Studden, Instructional Designer

Before joining UMD's Continuing Education department, Shannon worked for a number of years as a manager in the Training & Development group at Cliffs Natural Resources, a Fortune 500 international mining company. While there, she specialized in the areas of talent management and leadership development. Shannon has also taught classes in Management, Organizational Behavior, Interpersonal Relations, and Teamwork at the University of Minnesota-Duluth. She holds her Master of Science degree in Industrial/Organizational Psychology from the University of Tennessee at Chattanooga.

## **Roxanne Richards, Program Development Manager**

Before joining UMD's Continuing Education department, Roxanne was a Continuing Education Director for a community and technical college and a K-12 school district. Prior to entering the education field, she worked for 11 years with the FedEx Corporation in the quality and customer assurance divisions. She holds a Master of Arts degree in Education Administration from the University of St. Thomas and a Bachelor of Arts Degree focusing on Business Psychology from Metropolitan State University. Roxanne has developed training programs in a variety of areas including business, mental health, environmental sustainability, and education.

## **Benefits of UMD Continuing Education Professional Development**

- Numerous content expert resources at, or affiliated with, UMD (i.e., leaders in business, psychology, engineering, communications, and assessment).
- Staff who have "real world" experience working for large and small organizations in a wide range of capacities (leadership, strategic planning, financial management, training, quality assurance, sales/customer service, etc.).
- Local offices convenient for ongoing partnership.
- Expert programming team that understands adult learners and how to develop programming specific to individuals' learning and comprehension styles (face-to-face, online and hybrid delivery methods).
- Capacity to provide a full training solution to control overall training quality and be proactive with program modifications.

## Customized Training Recommendations

UMD Continuing Education proposes the below outlined workshop for Duluth Public Schools based on the request for paraprofessional, administration, human resources, food service, and integration specialist training on youth mental illness awareness and tools for supporting youth identified with mental illness.

## Mental Illness Warning Signs and Opportunities for Support

UMD Continuing Education proposes a custom 3-hour in-service session for ISD 709. The session will be made up of presentation, breakout discussions, and activities designed to encourage participant engagement and provide attendees with practical takeaways that they can use on the job.

1. Group "quiz": Is this a mental illness warning sign?
2. Overview of mental illness in children/adolescents
  - Importance of early identification and intervention
  - Risk factors and protective factors
  - Common mental illnesses in children/adolescents
  - Warning signs and what they might look like at different age levels
  - Case studies
3. Your Role
  - What to do if you suspect a problem (include ISD 709 policies)
  - Self-assessment: Examining your assumptions and beliefs
  - Supporting children & adolescents with mental illnesses
4. Q&A, Additional Resources, Wrap Up

# UMD Continuing Education

UNIVERSITY OF MINNESOTA  
Driven to Discover™

## Program Fee

At the request of Duluth Public Schools, UMD Continuing Education will bring the training to their training room in Duluth, Minnesota (address to be determined). It is understood that this facility will easily accommodate the group of participants.

**Date:** Duluth Public Schools would like to receive the training on August 27, 2014; two-three hour workshops would be provided twice in back-to-back sessions (two groups of 75 in the morning and two groups of 75 in the afternoon).

**Fees:** Program fees outlined below are based on a total of 300 participants delivered in Duluth, Minnesota. Pricing is as follows:

- \$4,680 flat fee for up to 300 participants (see Materials information below)
- \$15 per additional participant up to a maximum of 100 participants in each session

**Materials:** UMD Continuing Education will provide program materials in digital format for Duluth Public Schools to print and assemble in-house. The materials provided by UMD Continuing Education and facilitators during the workshop/presentation shall remain the property of the copyright holder. Duluth Public Schools may use the material solely in connection with the workshop/presentation and for no other purpose without the express written consent of the copyright holder. The workshop/presentation shall not be recorded or taped in any form without the express written consent of UMD Continuing Education.

**Duluth Public Schools Responsibilities:** Training room accommodations as well a list of participants within five business days before the scheduled training date, including the below information in a spreadsheet application (i.e., Excel):

- First name (first name, last name in separate cells)
- Last name
- Occupation
- Email address
- Address if different than organization named within the agreement

**Terms of Proposal:** This proposal is effective until July 30, 2014. Please confirm your training date by signing and faxing this proposal to 218-726-7609, or emailing to [agalbrai@d.umn.edu](mailto:agalbrai@d.umn.edu).

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 25 day of June, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Kathy Larson, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert as appropriate)*

- Dates of Service.** This Agreement shall be deemed to be effective as of June 25, 2014, and shall remain in effect until June 26, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
- Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 3,696.<sup>00</sup>. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. ***This Agreement will not be approved unless TIN is provided.***
- Requests for Reimbursement.** Contractor shall request reimbursement on a With two weeks (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for. *↳ is submitted to Nathan Glockle*
- Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
- Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
- Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be

construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to

\_\_\_\_\_  
(Mailing address, including zip code)

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Governing Laws.** This Agreement, together with all 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.

11. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

12. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

13. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

14. **Insurance.** (If applicable)

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

\_\_\_\_\_  
Chair

Kathleen A. Larson  
Name

\_\_\_\_\_  
Clerk

Coach / Consultant 7.2.14  
Title Date

\_\_\_\_\_  
Program Director

~~XXXXXXXXXX~~  
Taxpayer Identification Number

W. Hanson  
Director of Budget and Finance

\_\_\_\_\_  
Date

OK  
8/2



Kathy Larson, Consultant/Coach  
780 Garrison Ct.  
Delafield, WI. 53018  
262-303-4047 (office)  
414-573-3888 (cell)  
[kathy.vitality@gmail.com](mailto:kathy.vitality@gmail.com)

*"Coaching for Infinite Results"*

Nathan Glockle, Principal  
Laura MacArthur Elementary School  
720 North Central Avenue  
Duluth MN 55807  
218-336-8900 x2141

June 29, 2014

### **INVOICE FOR SERVICES**

Summer Retreat for Laura MacArthur		
June 25, 2014	Facilitation Training	\$3,300.00
June 26, 2014		
Mileage	720 miles @ \$.55/mile =	\$396.00

(Fee includes preparation, handouts, coaching, & lodging)

<b>Total: \$3,696.00</b>
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Please provide payment within 2 weeks of receiving invoice. Thank you!



## Memorandum of Understanding Workforce Preparation Skills Collaborative Program

**Duluth Adult Basic Education and SOAR Career Solutions  
ABE Program Year 2015 (May 1, 2014 – April 30, 2015)**

**Introduction:** This MOU describes the partnership agreement and operating procedures between the Duluth Adult Basic Education consortium and SOAR Career Solutions in regard to offering workforce preparation skills as described in the “MN ABE Conditional Work Referral Policy, Revision date October 6, 2011.” The agreement shall be in effect from May 1, 2014 – April 30, 2015, with option to renew on an annual basis.

**Purpose:** The purpose of this agreement is to increase the quality and readiness of entry-level workers in the Duluth area. This will be done by collaboration between ABE, which provides basic skills education, and SOAR, which provides training in job seeking skills, “soft” skills and basic computer skills for work.

**Administration and Coordination:** Supervision of programs will be provided by both Duluth ABE and SOAR based on program location, content and reporting requirements. After initial set up, there will be ongoing communication between the partners including face-to-face meetings at least quarterly, to coordinate intake, referrals, curriculum content and delivery, reporting, and any other issues required for efficient and effective program implementation.

### **Work Plan for workforce preparation skills:**

1. **SOAR** agrees to provide these services:
  - a. Develop curriculum and identify instructors for classes in the areas of job seeking skills, soft skills for work, and basic computer skills.
  - b. Set a schedule of monthly classes in the three areas of job seeking skills, soft skills for work, and basic computer skills.
  - c. Coordinate with the Duluth Work Force Center to receive written referrals for these classes and to screen and place applicants based on their individual needs.
  - d. Receive referrals from the Adult Learning Center for ABE participants whose learning plan calls for development of pre-employment skills.
  - e. Conduct regular intake and screening for all interested in SOAR classes.
  - f. Refer SOAR applicants or participants who have basic skills needs to ABE - either to the classroom located at SOAR or to the Duluth Adult Learning Center - for skills brush-up classes, GED preparation, adult diploma, or ESL.
  - g. Deliver the pre-employment curricula in the areas specified.
  - h. Offer additional, individualized job seeking/job search skills to those who complete the basic curriculum on an as-needed basis.
  - i. Complete the required ABE enrollment, attendance and exit reports for those who attend classes at SOAR, including copies of WFC referral forms as required for ABE eligibility.
  - j. Coordinate all paperwork with the ABE program staff to avoid duplication and guarantee accuracy and completeness in ABE state reporting.

- k. Provide data on employment and post-secondary enrollment outcomes for participants who are co-enrolled in ABE and SOAR work preparation programs.

**2. Duluth ABE** (aka Adult Learning Center) agrees to provide these services:

- a. Develop curriculum and identify instructors for classes in basic skills, including GED preparation, adult high school diploma completion, and brush-up skills in reading, writing, math and specific test preparation (employment, military, further education including customized training).
- b. Set a regular schedule of classes in the basic skills areas specified.
- c. Provide regular intake and screening for all interested in ABE instruction.
- d. Receive referrals from SOAR for applicants or participants who have basic skills needs in GED Preparation, Adult Diploma coursework, or Brush-up skills.
- e. Refer ABE applicants or participants to SOAR, if their learning plans call for development of pre-employment skills.
- f. Provide SOAR quarterly with a list of ABE participants for purposes of verifying dual enrollment in ABE academic skills programs and SOAR classes.
- g. Deliver the ABE curricula in the basic skills areas specified.
- h. Provide required ABE forms, and guidance for form completion, to SOAR staff.
- i. Complete all required ABE state reports, incorporating the data provided by SOAR for those eligible participants enrolled in pre-employment skills classes.
- j. Provide SOAR data on educational outcomes for co-enrollees and those students referred to ABE by SOAR.

**Fiscal Plan**

- a. Duluth ABE (I.S.D. 709) will act as the Fiscal Agent for the ABE workforce preparation collaborative program.
- b. Duluth ABE will submit all required applications and reports to the Minnesota Department of Education to receive hourly revenue for eligible participants in pre-employment skills classes eligible under the Conditional Work Referral Policy.
- c. Reimbursement to SOAR for services provided will be determined by (1) reported participant contact hours in the pre-employment classes provided by SOAR; and (2) hourly rate of funding by MDE to ABE programs for the given program year. For the 2014-2015 Program Year, the anticipated hourly rate is \$4.00, and the maximum reimbursement shall be \$18,000 (4500 hours) for those in the Conditional Work Referral category. ABE participants who also attend classes at SOAR (not in the Conditional Work Referral category) may be billed in addition to this amount.
- d. Payment by Duluth ABE (I.S.D. 709) to SOAR will be made based on invoices submitted by SOAR for the number of ABE reportable student hours provided by SOAR. These invoices shall be submitted quarterly, within 60 days after the state ABE required quarterly reporting periods (ending July 31, October 31, January 31, and April 30). I.S.D. 709 shall pay SOAR within 60 days of receiving the invoice and verifying the reportable student hours.

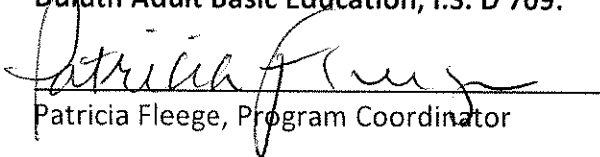
**Review/Alteration/Termination of Agreement**

Either party reserves the right to request a review of this agreement, by written notice of 30 days, for purposes of alteration of terms or termination of the full agreement. Examples of possible reasons for alteration or termination include but are not limited to:

- a. If either party's source of funding necessary for this collaborative program is not obtained or continued at the expected level.
- b. If either party does not execute the responsibilities listed above. A written notice will (1) detail the specific requirements or responsibilities which are not being met, (2) detail a remedial process for correcting the specific problems, and (3) include a timeline by which these problems will be corrected. Failure to meet any of these 3 conditions will be cause for terminating the agreement.

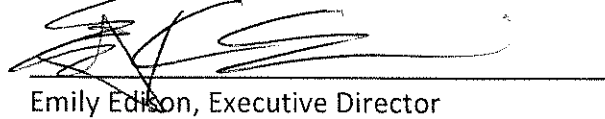
**Signatures.** This document is approved and accepted by these partners:

**Duluth Adult Basic Education, I.S. D 709:**

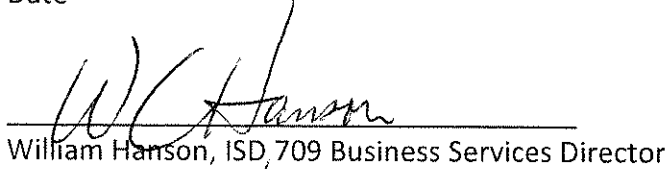
  
Patricia Fleege, Program Coordinator

7/2/14  
Date

**SOAR Career Solutions:**

  
Emily Edison, Executive Director

7/2/14  
Date

  
William Hanson, ISD 709 Business Services Director

7/8/14  
Date

## AGREEMENT

**THIS AMENDED AGREEMENT**, made and entered into this 25<sup>th</sup> day of June 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Mark Garrison, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THIS AGREEMENT** is to set out the terms and conditions whereby the Contractor will provided programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective on: August 4, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in the Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Prepare and deliver keynote presentation of 45 - 50 minutes and two break out session of 60 minutes on August 4, 2014, at Duluth School's Summer Tech Camp. The Break-out session will cover: (Description / Topic of services) \_\_\_\_\_
  - GOOGLE APPS 45
  - START STOP SHARE
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations performed in the original Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed one thousand two hundred dollars (\$1,200.00). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

10. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

11. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Technology Department, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail in care of: Mark Garrison

[REDACTED] AVE MINNEAPOLIS, MN 55409 [REDACTED]  
Street Address City, MN Zip Phone

12. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

13. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

14. **Governing Laws.** This Agreement, together with all 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.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

16. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

17. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

18. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:  
**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

MARK GARRISA  
Contractor

[REDACTED]  
SSN/ Tax Identification Number

6/27/2014  
Date

\_\_\_\_\_  
Program Director

WCHanson  
Director of Business Service / Superintendent of Schools

\_\_\_\_\_  
Date  
7/3/14

**Concurrent Enrollment  
Between  
Lake Superior College  
And  
Duluth Public School District ISD # 709  
2014-2015**

**PURPOSE**

This agreement between Duluth Public School District (ISD #709) and Lake Superior College, Duluth, Minnesota, is effective for the academic year 2014-2015. The intent of this agreement is to provide Duluth Public School students an opportunity to enroll through Concurrent Enrollment in Lake Superior College courses. The purpose for providing Concurrent Enrollment is to create a seamless educational path for area high school students. Lake Superior College is building bridges with our area high schools. Lake Superior College will work cooperatively and in partnership with high school personnel and students in the enrollment procedures, validating course competencies, and grade transcription.

**COST:** The cost to the high school is **\$1,500 per course/teacher**. The cost will cover all sections taught at Duluth Public Schools. The total cost is **\$12,000 for the courses listed. (\$1,500 x 8 courses = \$12,000)**

If one teacher teaches multiple sections it is one fee; if more than one teacher is assigned to the separate sections of the same course there is an additional fee of \$1500.00 per teacher. The billing date of these courses will be November 1, 2014 with payment expected 30 days later.

Course grades will be recorded on a LSC transcript. The LSC High School Connections Program staff will send a grade report to the high school each term for the students enrolled. Students may request an official transcript with a written request and a processing fee.

**STUDENT QUALIFICATIONS**

The Colleges in The Schools Program, (CITS) is available as part of the Post-Secondary Enrollment Option program. The CITS program allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher.

**Eligibility:**

- Seniors must rank in the top half of their class.
- Juniors must rank in the top third of their high school class or have a 3.0 cumulative G.P.A.;
- Sophomores may enroll in specific Career and Technical Education (CTE) courses if they have taken the 8<sup>th</sup> grade MCA reading test in the 8<sup>th</sup> grade and have met the composite proficiency level of meets or exceeds.
- Students must also meet the pre-requisites of individual courses as determined by the Accuplacer or ACT test or prior college coursework.
- For more information please see: <http://www.mnscu.edu/admissions/pseo.html>

**INSTRUCTOR QUALIFICATIONS**

High School instructors who teach college courses in high school are expected to meet the same minimum qualifications as set by the Minnesota State College Faculty Association and the Minnesota State Colleges and Universities. Please refer to the following link: <http://www.cfc.mnscu.edu/fields/Code/credentials.php>

## **COLLABORATION REQUIREMENTS**

### **Lake Superior College High School Connections Staff**

- Ensures that all CITS registrations are entered for each CITS class.
- Ensures that each CITS class is created in ISRS.
- Maintains records for all completed CITS classes.
- Maintains records for all Waiver Requests.
- Makes appropriate record adjustments for student in accordance with add/drop and withdrawal policies.
- Provides each high school with course outlines for each CITS class.
- Provides information that informs CITS students about academic and student support services available to all students at the college.
- Provides necessary registration, withdrawal, and add/drop policy tools and information.
- Provides transcript request information to all students.
- Sends class lists to high school as soon as the registrations are complete. Works with each high school to ensure that CITS class lists are correct.
- Works with each high school to ensure all grades are submitted and recorded in ISRS.

### **Lake Superior College Faculty Mentor:**

- Arranges to guest lecture if requested by the high school instructor.
- Collaborates with the high school CITS instructor to clarify approved college course outline and outcomes and to create a syllabus with the CITS instructor; assures that assessment meets college criteria.
- Extends to the high school CITS instructors, invitations to participate in appropriate campus-based faculty development activities.
- Meets regularly (face-to-face, email, telephone) with high school CITS instructor and monitors assignments, exams, projects, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the LSC course outline. Faculty mentors will make at least one visit to the high school per course.
- Provides current college text information and/or exam copies of the text, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provides instructors who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
- Submits to the CITS coordinator a copy of the site visit forms at the end of the semester or year of interchanges with high school instructors for each CITS course.
- Supports CITS instructors, giving additional time and attention to instructors new to the program.

### **High School Instructors, Administrators & Staff:**

- Agrees to terms of the LSC policy for add/drop processes and withdrawals.
- Assigns final, whole letter grades to each student on the class lists provided by LSC's CITS staff.
- Collaborates with LSC staff to administer Accuplacer test to potential CITS students and/or provide ACT scores to assure compliance with PSEO eligibility requirements.
- Contacts the LSC CITS program for withdrawals in accordance with LSC policy.
- Ensures completion of LSC registration forms and sends forms to the High School Connections Office.
- High schools will notify parents/students of CITS course offerings.
- Meets regularly (face-to-face, email, telephone) with LSC faculty mentor and provides sample assignments, exams, projects, to ensure that the course meets the learning outcomes contained in the LSC course outline. LSC Faculty mentors will make at least one visit to the high school per course.



- Provides LSC with a course syllabus for each CITS course.
- Signs CITS contract and returns it to LSC by April 30, 2014. Amendments to the contract will be accepted until August 1, 2014 for the 2014-15 academic year.
- The completed grade sheet is to be signed and sent the LSC staff within two days of the last day of the CITS class.
- To the extent possible, provides counseling services to students and their parents or guardian before students enroll in CITS courses. This ensures that the students and their parents or guardians are fully aware of the risks and possible consequences of enrolling in CITS courses.

**COURSES**

The following courses will be covered under this Concurrent Enrollment agreement:

Course	Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (x)		
					Fall (Sept- Jan.)	Spring (Jan-June)	All Year (Sept-June)
*ALTH 1400	Intro to Allied Health	2	Kim Olson (Denfeld and East)	TBA	X		
*ALTH 1410	Medical Terminology	1	Kim Olson (Denfeld and East)	TBA	X		
*BIOL 1005	Intro to Cell Biology	1	(East 2 section)	TBA			X
*BIOL 1140	Human Anatomy and Phys	4	(East 2 section)	TBA			X
MATH 1150	Pre-Calculus	5	Tim White (Denfeld 2 sections)				X
MATH 1150	Pre-Calculus	5	Bill Garnett (East 1 section)				X
MATH 1150	Pre-Calculus	5	Peter Graves (East 3 sections)				X
MATH 1150	Pre-Calculus	5	Brenda Florestano (East 1 section)				X
MATH 1150	Pre-Calculus	5	Christine Osthaus (2 East sections)				X
NUNA 1420	Nursing Asst/Home Health Aid	4	Kim Olson (Denfeld and East)		X		

For multiple terms for a course, please indicate both terms with (x).

\*These courses are considered one course for one fee

**Duluth Public Schools**

**Lake Superior College**

High School Guidance Counselor or Designee

*Melissa Leno*  
Principal - Director of Curr & Inst.

Superintendent or Assistant Superintendent

Melissa Leno, Director of Admissions

Mark Magnuson, VP Academic & Student Affairs

Date

7/17/2014

Date

\*Note: Contract not valid until all signatures are obtained.

Please pay close attention to designated terms of course offerings as LSC faculty mentor assignments must be made prior to start of terms. Changes/amendments to this contract must be made by August 1, 2014 for fall semester terms. Additions to the contract for spring term only courses may be considered if requested and approved by December 1, 2014