



## Grant Opportunity: NESC Impact Grants

### Assurances

The Sub Recipient, by signing this document, certifies they have read all application documents, including any revised documents. The Sub Recipient agrees to comply with the approved application and all federal, state and local laws, ordinances, rules and regulations, public policies herein and all others as applicable.

### Use of Funds

The use of funds shall be limited to that portion identified in the application materials and by any applicable state or federal laws. Funds may not be used for gifts or novelty items (unless individually and specifically approved) or for payments to vendors displaying exhibits for their profit. Funds should support the purpose and activities approved in the application.

- A. The Sub Recipient, in the conduct of activities under this award, shall submit such reports as may be required by the fiscal host. The fiscal host reserves the right to withhold funding if reporting requirements are not met.
- B. Reimbursement for travel and subsistence expenses actually and necessarily incurred by grantee in performance of this project will be paid if allowed in the approved budget, provided that the grantee shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than in the current "Commissioner's Plan," promulgated by the Commissioner of Minnesota Management and Budget (MMB). The current Commissioner's Plan can be viewed to obtain current maximum expense reimbursement rates (<https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>).
- C. The grantee will only be reimbursed for travel and subsistence outside Minnesota if it has received prior written approval for such out-of-state travel from MSC. Out of state travel may be requested by contacting your regional service cooperative.
- D. Prior approval is required for purchase of equipment at a cost of greater than \$5,000 per piece/unit. Equipment is not to be procured until MSC authorization is received. Said equipment may be requested using by contacting your regional service cooperative. If approved, sub-recipient must provide detailed inventory data as requested by the regional service cooperative. In addition, approved/purchased equipment must be tagged/inventoried as a grant purchase and made available for inspection during monitoring/auditing activities. When the device is no longer needed, it must be managed or disposed of in accordance with applicable rules and regulations.

- E. Grant funds may not be used to pay for food for attendees unless deemed necessary and reasonable to accomplish a legitimate meeting, conference, or business for approved grant activities. If reimbursement for food is requested, please include brief narrative stating the reason for necessity in the documentation provided along with the claim form. Example: A working lunch might be allowable to ensure full participation by attendees and if training continues during the lunch.
- F. Sub Recipient shall not claim reimbursement until eligible expenses have been incurred and paid.
- G. For all funds, no claim for expenditures in excess of budget categories or program services submitted by the Sub Recipient will be allowed.
- H. Per [Minnesota Statutes 2022, section 471.345](#), municipalities as defined in subdivision 1, must follow service contracting and bidding requirements as stated, including prevailing wage rules for construction work of \$25,000 or more. Support documentation for the procurement processes must be retained. Support document for the procurement processes must be retained regardless of the source of funding.
- I. All contracts entered into by the Sub Recipient with a third party shall include: Detailed timeline, Description of services to be provided, dollar amounts, and a cancellation clause. Sub Recipient will verify the debarment and suspension status of 3<sup>rd</sup> parties.
- J. Grant funds shall not be used to supplant salaries and wages normally budgeted for an employee of the applicant/agency. Total time for each staff position paid through various funding streams financed in part or whole with grant funds shall not exceed one Full Time Equivalent (FTE) except in certain situations. The grantee must be prepared to disclose all required supporting documentation for salaries paid for their employees.

## Financial and Administrative Provisions

### A. Records

The Sub Recipient shall maintain books, records, documents and other evidence pertaining to the costs and expenses of implementing this application to the extent and in such detail as will accurately reflect all gross costs, direct and indirect, of labor materials, equipment, supplies, services and other costs and expenses of whatever nature. The Sub Recipient shall use generally accepted accounting principles. The Sub Recipient shall preserve all financial and cost reports, books of account and supporting documents and other data evidencing costs allowable and revenues and other applicable credits under this award which are in the possession of the Sub Recipient and relate to this award, for a period of no less than six years and the respective federal requirements where applicable. The Sub Recipient agrees to cooperate and provide any required documentation to the fiscal host in any examination and audit as a result of participating in this grant award. The Sub Recipient shall make available within a reasonable timeframe all requested documentation.

### B. Liability

The Sub Recipient shall indemnify and hold the Minnesota Service Cooperatives, its agents or employees harmless from any and all loss, damage, liability, cost or expense (including reasonable attorneys' fees and expenses) which the Minnesota Service Cooperatives may incur or suffer as a result of any claim of any kind whatsoever arising out of any act or omission by a Sub Recipient or any of their agents or employees.

### C. Conflict of Interest



In accordance with the [Minnesota Office of Grants Management Policy 08-01](#), the Sub-Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or present the appearance of personal or organizational conflicts of interest, or personal gain.

#### **D. Amendments**

Any amendment to an award must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant award or assurances, or their successors in office.

Sub-Recipient Entity (Your School District)

Duuth Public Schools

Name/Title of Individual with Signing Authority

Simone Zurich, Exec. Dir Finance Business Serv.

Signature

Simone Zurich

Date

10/13/25



**Department of Child Youth and Families:  
Restorative Practices Initiative Grant  
DCSC and ISD 709 Agreement**

**This Agreement**, between Duluth Community School Collaborative and Independent School District #709, is to set out terms and conditions whereby ISD 709 will provide programs and services set forth in this Agreement.

**The terms and conditions of this Agreement are as follows.** Whereas, the Collaborative has decided to contract with ISD 709 to support Restorative Practices at Lincoln Park Middle School (LPMS) through Restorative Practices Initiative Grant awarded to Collaborative by the MN Department of Child Youth and Families.

Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and conditions of this agreement.

**Dates of Service.** This Agreement shall be deemed to be effective as of November 1, 2025 and shall remain in effect until April 30, 2027, 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.

For purposes of this grant, “quarters” refer to November 2025-January 2026, February-April of 2026, May-July of 2026, August-October of 2026, November 2026-January 2027 and February-April 2027.

**Performance.** ISD 709, LPMS Principal, LPMS RP employees, and LPMS Site Coordinator (RP Team) will continue or establish programs and interventions for trauma-informed, restorative practice work to 1.) sustain and expand Restorative Practice capacity at Lincoln Park Middle School through staffing and professional development. 2.) sustain and expand student exposure to Restorative Practice Community Building activities at Tier 1 level (to include teaching, modeling, experiential learning, youth leadership 3.) restorative practice will be used to address conflict and repair harm to Tier 2 and Tier 3 levels 4.) develop and implement a comprehensive, effective, and restorative approach to youth substance use including prevention and intervention.

**1. ISD 709 Responsibilities:**

- a. Provide 1 FTE Social Emotional Behavioral (SEB) position (also referred to as TOSA), at LPMS focused on Tier 1 Behavior and Restorative Practice implementation and response,
- b. Provide 1 FTE Mental Health Practitioner (MHP) position at LPMS focused on Tier 2 Behavior and Restorative Practice implementation,



- c. Provide .2 FTE Chemical Health Specialist to work with Restorative Practice Team at LPMS,
- d. Submit quarterly invoices for salaries/benefits (must include days worked and days off) of grant-approved positions to Collaborative no later than 12th of the month following the quarter, with final invoice no later than May 12 2027,
- e. Inform Collaborative of any vacancy in stated positions, with salary and benefit details, as monthly compensation will be amended. ISD 709 shall send notification when the position has been filled,
- f. Inform Collaborative if stated positions are eliminated or changed for the 2026-2027SY. If any changes to these positions are made, Agreement will be amended to reflect said changes,
- g. Submit proper invoice for purchase of grant-approved curriculum regarding social emotional learning and substance use intervention no later than 12th of the month following a quarter,
- h. Submit proper invoice for Restorative Practice grant-approved training materials and community building activities no later than 12th of the month following a quarter,
- i. Submit proper invoices for Restorative Practice incentives no later than 12th of the month following a quarter,
- j. Submit proper invoice for grant-approved stipends for facilitators and participants in Restorative Practice trainings no later than 12th of the month following a quarter, EXHIBIT B
- k. Final invoices for all grant-approved program expenses submitted to the Collaborative no later than May 12, 2027. Invoices received after this date will not be reimbursed to ISD 709.
- l. Maintain employee theft insurance throughout the duration of the grant

**2. School Principal Responsibility:**

- a. Include Lincoln Park Full-Service Community School Coordinator in Lincoln Park PBIS team and Restorative Practice meetings,
- b. Include the Collaborative's Executive Director in PBIS meetings,
- c. Integrate RP community building activities into monthly staff meetings and other meetings,
- d. Sustain MTSS SEB Position focused on school-wide Tier 1 restorative practices and community building,
- e. Sustain MHP position focused on leadership within Supervisory Assistant team and supporting student with regulation and deescalation,
- f. Sustain CHS position focused on restorative approach to substance use, prevention, and intervention,
- g. Submit report to the Collaborative regarding the chosen curriculum to support Restorative Practices, social emotional learning, and substance use intervention. This report will be submitted along with a request for reimbursement.

- h. Upload signed MOU for teacher facilitators to shared folder prior to training day.

**3. Site Coordinator Responsibilities:**

- a. Maintain shared google folder between LPMS RP Team and the Collaborative with data and reporting templates,
- b. Ensure LPMS RP Team maintains shared folder with current data and reports,
- c. Convene mid-grant and end of grant review meeting with all LPMS RP Team, school principal and Collaborative in Summer 2026,
- d. Prepare and submit final report to the Collaborative no later than May 28, 2027.

**4. SEB, Tier 1 Staff Responsibilities:**

- a. Adhere to goals and activities in Project Work Plan, as defined by the grant,
- b. Maintain shared folder with data and reports,
- c. Submit final report to shared folder no later than May 18, 2027.

**5. MHP, Tier 2 Staff Responsibilities:**

- a. Adhere to goals and activities in Project Work Plan, as defined by the grant,
- b. Maintain shared folder with data and reports,
- c. Submit final report to shared folder no later than May 18, 2027.

**6. Chemical Health Staff Responsibilities:**

- a. Adhere to goals and activities in Project Work Plan, as defined by the grant,
- b. Maintain shared folder with data and reports,
- c. Maintain timesheets for hours worked per week in shared folder,
- d. Submit final report to shared folder no later than May 18, 2027.

**7. Collaborative Responsibilities:**

- a. Will submit quarterly reimbursement payments to ISD709 for salary/benefits for 2.2 staff positions as defined in grant,
- b. Collaborative Executive Director will attend LPMS monthly PBIS meetings, mid-grant and end of grant review meeting,
- c. Collaborative Executive Director will collaborate with LPMC Principal, RP Team, and FSCS Site Coordinator on additional reports required by the Department of Public Safety, with timely submission.
- d. Collaborative will submit funding and data reports required by the Department of Public Safety.

**8. Requests for Payment.** ISD709 will be reimbursed up to but not to exceed \$335,149.27 in accordance with the MN Department of Public Safety: Restorative Practices Initiative Grant. The terms of payment under this Agreement are as follows:

- a. Payment for salary/benefits shall be made for each quarter of the grant: February, May, August, and November of 2026, and February and May of 2027.
  - b. Payments shall be made by Collaborative in equal quarterly installments of \$45,024.88 for stated positions with proper invoice by ISD 709, and if stated positions are filled,
  - c. Payment for approved Restorative Practice curriculum shall be made by Collaborative within 30 days of submission of a proper invoice by ISD 709 and report from LPMS Principal (2.g.), and shall not exceed \$20,000,
  - d. Payment for supplies/materials for Restorative Practice trainings, activities, and developmentally appropriate seating shall be made by Collaborative within 30 days of submission of a proper invoice by ISD 709, and shall not exceed \$15,000,
  - e. Payment for Restorative Practice Incentives shall be made by Collaborative within 30 days of submission of a proper invoice by ISD 709, and shall not exceed \$10,000,
  - f. Payment for stipends during trainings shall be made by Collaborative within 30 days of submission of a proper invoice by ISD 709, and shall not exceed \$20,000.
  - g. If all quarterly invoices exceed \$70,000, salary installment (8.b.) will be processed within 30 days, with the additional invoices processed within 90 days.
  - h. Any unspent funds as of April 30 2027 and/or invoiced to Collaborative after May 12, will not be reimbursed by the Collaborative and will be reflected in the final financial report to Department of Child Youth and Families.
9. **Suspension of Payment.** Payment will be suspended if data and reports in the shared folder are more than 45 days out of date. A meeting between the Collaborative, LPMS School Principal, and Site Coordinator is required before payments can be reinstated.
10. **Propriety of Expenses.** The fact that the Collaborative has reimbursement contract with ISD 709 for any expenses claimed by ISD 709 shall not preclude the Collaborative from questioning the propriety of any such item. The Collaborative 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 ISD 709.
11. **Ownership of Materials.** The Collaborative acknowledges curriculum, supplies, materials, and incentives that meet the grant criteria is property of ISD 709 to be used at Lincoln Park Middle School.
12. **Independent Contractor.** Both the Collaborative and ISD 709 agree that they will act as an independent contractor in the performance of duties under this Agreement. Nothing contained in this Agreement shall be construed as in any of 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, ISD 709 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 compensation, MN Paid Leave tax, and any other taxes or business license fees as required by law.

- 13. Indemnity and Defense.** ISD 709 hereby agrees to defend, indemnify and hold the Collaborative harmless from all claims relating to its work pursuant to this Agreement. In the event ISD709 breaches its obligation to defend, indemnify, and hold the Collaborative harmless, then in addition to its damages the Collaborative shall be entitled to recover its attorney's fees and costs and disbursement in enforcement of this Agreement.
- 14. Notices.** All notices to be given by ISD 709 to the Collaborative shall be deemed to have been given by depositing the same in writing to Duluth Community School Collaborative, Attn: Kim Kohlhaas, Executive Director, 32 E 1st Street, Suite 202, Duluth, MN, 55802.
- All notices to be given by the Collaborative to ISD 709 shall be deemed to have been given by depositing the same in writing to ISD 709, Duluth Public School, Attn: Simone Zurich, Executive Director of Business Services, 709 Portia Johnson Drive, Duluth, MN 55811.
- 15. Assignment.** ISD 709 shall not in any way assign or transfer any of its rights, interests, or obligations under this Agreement in any way whatsoever without prior written approval from the Collaborative.
- 16. Modifications or Amendments.** If there is any change or vacancy to stated positions in this agreement, an amendment on salaries/benefits shall be signed by both parties. No other amendment, change or modification of this Agreement shall be valid unless in writing signed by both parties.
- 17. 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.
- 18. 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.

**19. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon 30 days written notice to the other party.

**20. Data Practices.** The Collaborative understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 12.03-12.04) with respect to “data on individuals” (as defined in 13.02, subd 5.) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**21. Insurance.** ISD 709 is required to maintain and furnish satisfactory evidence of insurance including Worker’s Compensation Insurance and General Liability.

**22. Conflict of Interest.** Both parties recognize the partnership between the Collaborative and ISD 709 and agree to follow District Policy 307-Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

Exhibit A: Grant Approved Budget

Expense	Cost	Notes
<b><u>Personnel</u></b> Staff Time  2.2 FTE positions TOSA (Teacher on Special Assignment, also referred to SEB) MHP (Mental Health Practitioner) 0.2 Chemical Health Specialist	<b>\$212,070.27</b>	Salary for 18 months for: 1 FTE position focused on Tier 1 (school-wide) Behavior and RP Implementation and response. 1 FTE position focused Tier 2 Behavior and RP Implementation and response. 0.2 FTE of Chemical Health Specialist position.
<b><u>Payroll Taxes &amp; Fringe</u></b>	<b>\$58,079</b>	Payroll Taxes & Fringe for 18 months for: 1 FTE position focused on Tier 1 (school-wide) Behavior and RP Implementation and response. 1 FTE position focused Tier 2 Behavior and RP Implementation and response. 0.2 FTE of Chemical Health Specialist position.



AMENDED SEPTEMBER 24, 2025  
Dates, MOU for facilitators, timesheets, COI

Curriculum	<b>\$20,000</b>	Curriculums to support Social Emotional Learning and Substance Use Intervention: \$20,000  Proposed curriculum: <a href="#">7 Mindsets BASE Education Curriculum</a> for Tier 2 and 3 (\$5,000/year x 2 academic years=\$10,000) + aligned Tier 1 Social Emotional Curriculum (\$5,000/year x 2 academic years=\$10,000)
Supplies/Materials	<b>\$15,000</b>	RP supplies/materials: \$15,000 RP supplies/materials for activities such as: RP staff training (chart paper, markers), RP community building activities (RP kits with student supplies, chimes, breathing balls), RP student ambassador/youth leadership development, alternative and developmentally appropriate seating
RP Incentives	<b>\$10,000</b>	Incentives to support engagement, youth leadership, and positive reinforcement.
<b>Program Expenses Sub-Total: \$45,000</b>		
RP Training Costs	<b>\$20,000</b>	2025 and 2026 RP full-day summer staff trainings and shorter trainings throughout school year. Food: Breakfast, Lunch, and Snacks for 2x full-day RP Trainings: \$3,000  Stipends for RP training participants outside of contract hours: \$200 x 30 participants x2 trainings = \$12,000  Facilitator stipends for two full day RP trainings and RP training during school year: \$5,000
<b>SUB-TOTAL</b>	<b>335,149.27</b>	



**Exhibit B: Stipends for Training**

2025-2026 Restorative Practice full-day summer staff trainings and/or shorter trainings throughout the school year in accordance with the MN Department of Public Safety Restorative Practices Initiative Grant. Stipends for participants shall not exceed \$200. Stipends for facilitators for two full day RP trainings shall not exceed \$5,000. Proper invoice for stipends to teachers and facilitators must include the following:

Participate name:  
Date of training:  
Location:  
Description of training:  
Number of hours:  
Participant or Facilitator:  
Rate:  
Date stipend processed through payroll:  
Total amount of stipend (not to exceed \$200 per participant):

**Exhibit C:**

Description of the curriculum(s) purchased and implemented  
Determining factors for choosing this particular curriculum  
Who participated in the decision-making process

**Exhibit D: Data in Shared Folder**

1. Monthly PBIS data shall include but not limited to:
  - number of referrals, number of suspensions
  - number of students PAWS
  - number of students who repeat in PAWS
2. Baseline and analysis data
3. Final Report shall include but not limited to:
  - Report and data to reflect all goals and outcomes identified in Project Work Plan
  - Analytical data on referrals, suspensions, and attendance
  - Analytical data on substance use
  - Analytical data with student demographics (youth with disabilities, low-income youth, ethnicity, low-income, etc)

End of Agreement and Exhibits

IN WITNESS WHEREOF, the parties pursuant to the express written authorization ratification of their respective Boards of Directors, have executed this Agreement, effective as of November 1, 2025.

*Kim Kohlhaas*

Kim Kohlhaas, Executive Director  
Duluth Community School Collaborative

10/28/25  
Date

*Simone Zurich*

Simone Zurich, Executive Director of Business Services  
Duluth Public Schools, ISD 709

10/28/25  
Date