



WOLF RIDGESM

ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Corry Duffy	congdonwolfridge@gmail.com
Congdon Park Elementary 3116 E Superior St, Duluth MN 55812	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
Deposit: You have made a reservation to stay for October 11, 2024 - October 13, 2024 with 125 participants. To hold your reservation we require a deposit of \$1,875.00. This contract is valid for 30 days after receipt.	
Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.	

By signing below, I agree to the terms listed above:

Printed Name: Kathi Kusch Marshall	Title: Principal
Signed Name: Kathi Kusch Marshall	Date: 11/1/2023
Billing Contact: Kathi Kusch Marshall Billing email address: Kathi.marshall@isd709.org	Billing Address: 3116 E Superior Street Duluth, MN 55811
Cardholders Name: <input type="checkbox"/> same as billing contact E Congdon Park (ISD709)	Cardholders address: <input type="checkbox"/> same as billing address 709 Portia Johnson Dr. Duluth MN 55811
Credit Card #: 5550 0800 0154 3862	Exp Date: 8/25 CVV: 141
If unable to pay at this time, when can we expect your deposit?	

Imine Zunic 11-1-23

Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762

Today's Date: October 26, 2023



**Letter of Agency
Regarding E-Rate Consulting Services
From July 1, 2023 through June 30, 2024**

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2023 through June 30, 2024**.

- Will distribute E-Rate updates through a group email list as received and deemed appropriate.
- Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
- Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Form 470 (To post services that a district is interested in receiving)**
 - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
 - Will notify the District of timelines for submission of Form 470.
 - Will provide the District with a "Form 470 Checklist" to ensure ARCC receives all information required to complete the Form 470.
 - Will set up appointments with the District to assist in completing Form 470. Assistance may take the form of email, telephone, WebEx or on-site at ARCC.
 - Will provide data entry service on the form 470.
 - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will authorize ARCC to certify (submit) the Form 470 after reviewing a Form 470 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Profile Window (Update EPC with District's current information)**
 - Will notify the District when "window" is open for updating profile information as announced by USAC/SLD.
 - The District is ultimately responsible for meeting the submission deadline and for the information in the profile.
 - Will update the District's profile with the most current enrollment numbers available by the State by the closing of the profile window
- **Form 471 (Actual request for discount)**
 - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
 - Will provide the District with a "Form 471 Checklist" to ensure ARCC receives all information required to complete the Form 471.
 - Will set up appointments with the District to assist in completing form 471. Assistance can take the form of email, telephone, WebEx or on-site at ARCC.
 - Will provide data entry service and will assist with electronic submission to USAC.
 - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.

- The District will authorize ARCC to certify (submit) the Form 471 after reviewing a Form 471 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**
 - At request of the District, will assist in answering PIA questions.
 - ARCC tracks PIA requests weekly. However, the ultimate responsibility for responding and meeting the 15-day response deadline rests with the District.
- **Funding Commitment Decision Letter (Official award of E-Rate funding)**
 - USAC/SLD will email District and ARCC (if ARCC is listed as consultant) as soon as funding has been awarded. ARCC will follow up that email with instructions on what the next step in the process is.
- **Form 486 (Notifies USAC/SLD that services have begun)**
 - Will notify the District when funding is received that they have 120 days to complete this form and will provide the District with step-by-step instructions to certify the form. Or will certify the Form 486 on behalf of the District only IF the District confirms they are CIPA compliant.
 - Will track Form 486 progress and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will certify the Form 486 in EPC and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 498 (Provides USAC/SLD with banking information for direct deposit)**
 - Will notify District if the Form 498 has not been submitted to USAC/SLD
 - The District will submit the Form 498 (and required bank account verification) and is ultimately responsible for ensuring that it's accepted prior to requesting reimbursement from USAC/SLD.
- **Form 472 Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by direct deposit)**
 - Will notify the District of the BEAR filing process and deadlines.
 - Will offer a workshop at ARCC in the fall to complete the BEAR form/s with ARCC's assistance at no cost to the District.
 - After the end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
 - The District will submit the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
 - If the District requests assistance, will complete and submit the BEAR forms on behalf of the District; billable on a \$150 per hour fee basis.
- **Other**
 - Will provide the District with sample bid scoring rubrics provided by USAC/SLD and other sources such as E-Rate Central to ensure they meet the requirements.
 - Will work with the District to provide forms and other tools to assist in the E-Rate program as they are developed.
 - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
 - Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a \$150 per hour fee basis.
 - Will work with the District if an appeal is deemed necessary and possible; billable on a \$150 per hour fee basis.

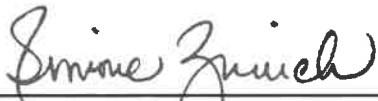
The District certifies that they are a school under the statutory definition of elementary and secondary

schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding \$50 million dollars.

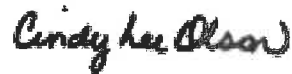
The District may terminate this Letter of Agency at any time by notifying ARCC in writing. ARCC may decline to reinstate E-Rate Consulting Services to the District subsequent to such termination.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of \$250.00 plus \$.21 per pupil unit, based on the most recently completed prior year's final ADM served. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above are considered above basic services for which an additional fee of \$150 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for E-Rate submission is true.



ISD 709 - Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811



Arrowhead Regional Computing Consortium
4884 Miller Trunk Highway, Ste 300
Hermantown, MN 55811

Saint Mary's University of Minnesota Trusted Partner Program

Memorandum of Understanding

This memorandum of understanding is entered into as of 1/8/2024, by and between Saint Mary's University of Minnesota ("University"), with its principal place of business at 2500 Park Avenue, Minneapolis, Minnesota 55404, and Duluth Public Schools, which resides at 709 Portia Johnson Drive, Duluth, MN 55811. Each party hereto will be referred to as, individually a "Party" and, collectively, the "Parties."

1. Benefits Provided by University.

University will provide to each of the Association's current employees identified as members ("Member(s)") who, subsequent to the Effective Date, are admitted to and enrolled in the University, including all online and/or on ground Schools of Graduate & Professional degree programs, certificate programs, and individual courses (all together, "University Services"), a scholarship in an amount equal to the following:

- \$50 per credit off the per credit charges for tuition in effect as of the date of enrollment ("Trusted Partner Scholarship") in an undergraduate program
- \$70 per credit off the per credit charges for tuition in effect as of the date of enrollment ("Trusted Partner Scholarship") in a master's level program
- \$90 per credit off the per credit charges for tuition in effect as of the date of enrollment ("Trusted Partner Scholarship") in a doctoral program.

The University will waive the application fee, provide an expedited enrollment process and certain other benefits related to the Collegiate Partnership Program. Members who were admitted and enrolled in any University programs as part of this Collegiate Partnership Program will have access to support offered through Enrollment and Student Service Representatives who will help ensure a smooth enrollment experience. Members will be afforded access to a web portal designed and branded using a non-exclusive, non-transferable, royalty free limited license use of the trademark, trade name or logo (the "Marks") specific to Duluth Public Schools for the purpose of researching and enrolling in programs at University. Not all University programs are eligible for grants. Contact Admissions at the University to verify if your program is eligible.

University is solely responsible for and maintains all discretion with respect to the nature of the University Services including but not limited to academic programs, admissions and student support services. This includes program or course offering substitution, or cancellation of any program and its academic and administrative requirements which may be changed or modified at any time in its sole discretion. University will consider admission of Members to University on the same terms and conditions as any other applicant to the University; all Members who are admitted to and enrolled in the University must comply with all academic and administrative requirements of the University.

2. Association Contributions.

Association will communicate to its Members the availability of University programs and services, based upon information provided by the University. Association will establish on its internal website or portal a link to a designated University website for purposes of allowing Members to access information about University programs and services including, without limitation, the programs, applications, academic requirements, and the like, and to take any other actions or promotional activities to aid in communicating the University programs and services to its Members as agreed to by the parties. Additionally, as a collegiate partner with Saint Mary's University of Minnesota, your organization agrees to provide active promotion of the partnership to its employees to include but not be limited to:

- Initial communication to employees via email regarding the announcement of the partnership (electronic links, email templates and/or logos to be provided by Saint Mary's University of Minnesota).
- Placement of brochures, fliers, posters, or other promotional material in employee gathering areas (materials to be provided by Saint Mary's University of Minnesota).
- Listing of the award in organization's benefits packages (this could pertain to the above mentioned "internal website" listing).
- Allowing University representatives on site for tabling events (when applicable) and/or to host face-to-face question and answer sessions with employees at a date/time agreed upon by both parties.

3. Terms and Conditions.

Governing Law. This agreement will be governed by and construed under the laws of the State of Minnesota, which will also be the forum for any lawsuit between parties arising from or incident to this Agreement.

Relationship between the Parties. Nothing in this Agreement shall be deemed to make University and Association partners or to create a relation of principal and agent between them, nor shall either party be bound by any representation, act or omission of the other made contrary to the provisions of this Agreement.

Indemnification. Association shall indemnify and hold the University, its Trustees, officers, agents, and members harmless against any and all claims, demands, damages, liabilities and costs which directly or indirectly result from, or arise in connection with, any negligent act or omission of Association, its agents, or members, pertaining to its activities and obligations under this Agreement.

Licenses. University hereby grants Association a limited and non-exclusive, revocable royalty-free license to use University's names, logos, service marks or trademarks, in Association's marketing and other promotional materials, solely for purposes of performing this Agreement and subject to University's prior written approval of each such use. Association authorizes the University to use and display Association's name on University's public websites as an education alliance partner of University.

The licenses granted herein will terminate upon the termination of this Agreement. Except as stated herein, no other rights or licenses with respect to any intellectual property are granted under this Agreement.

Limitation of Liability. In no event will either Party be liable to the other for any indirect, incidental, exemplary, special or consequential damages whatsoever (including damages for loss of profits, income or saving, or interruption of business) even if advised of the possibility of such damage.

Confidentiality. For the purposes of this Agreement, the term "Confidential Information" shall mean all information concerning either party or any of its businesses, assets, products, services, members, or customers (including students), or of any third party that is in the possession of the receiving party, that is designated as confidential or proprietary or that is customarily or legally required to be protected from public disclosure, regardless of whether such information is provided orally, in writing or other tangible form, via email or in electronic form, or is obtained through visual observation. The parties acknowledge that all Confidential Information that it receives from the other party is confidential and proprietary. The receiving party shall use Confidential Information only to the extent necessary to perform the services set forth herein and for no other purpose whatsoever. The receiving party shall not disclose or permit access to Confidential Information to any third party without the written consent of the disclosing party, and subject to confidentiality obligations no less stringent than those set forth herein. All Confidential Information shall be returned or destroyed promptly upon termination of the Agreement or upon request.

Term and Termination. This agreement will commence on the January 8, 2024 and be in effect for two (2) years therefrom, unless terminated prior to that date, with or without cause, at any time, with a semester's prior written notice to the other party or immediately upon a material breach of the terms herein. After 2 years this MOU will renew automatically for successive one-year terms.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

UNIVERSITY

Saint Mary's University of Minnesota

By: _____

ASSOCIATION

Duluth Public Schools

By: Ermine Zurich

Name: Matthew Gerlach, Ph.D.

Name:

Title: Interim Provost and Dean of Faculties

Title:

SAINT MARY'S UNIVERSITY OF MINNESOTA

Schools of Graduate and Professional Programs, 2500 Park Avenue, Minneapolis, MN 55404-4403 USA