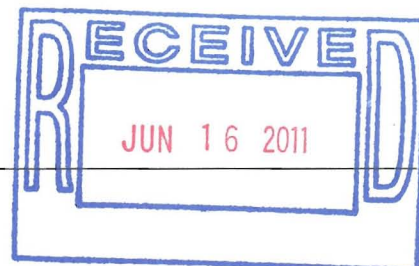




**ORDEAN**  
FOUNDATION

June 14, 2011



Keith Dixon, Ph.D., Superintendent  
Duluth Public Schools, ISD 709  
215 North First Avenue East  
Duluth, MN 55802

Dear Dr. Dixon:

I am pleased to inform you that the Ordean Foundation Board of Directors has acted favorably on your request. The Board agreed to provide a \$40,000 grant for Habitat Infant/Toddler Childcare Center for a period not to exceed one year, contingent upon the following: (1) the Duluth School Board accepting the grant offer from Ordean; (2) the Duluth School District operating the Habitat program as presented in the District's May 20, 2011 application to Ordean; and (3) Habitat relocating to its new site at Denfeld High School for the 2011-12 school year.

Enclosed are three copies of the Grant Agreement for your signature.

Please return the three signed copies and Board resolution to this office as soon as they are completed so we may sign and return an executed contract copy to you. Please be advised of the following information:

- (1) The Agreement requires the adoption and submission of a resolution of your Board of Directors accepting the grant offer and its terms;
- (2) If Ordean's payment is due upon execution of this agreement, a letter of request for payment should accompany the signed contracts;
- (3) Ordean processes payment requests every other week.

Please note that we require grant recipients to use the Minnesota Common Report Form for all progress and final reports. I have enclosed three copies in the copy of the letter sent to Ms. Deidre Quinlan for her to use. Thank you for your cooperation.

Sincerely,

Joe Everett  
Program Director

Enc.

Cc: Deidre Quinlan, Habitat Director

**GRANT AGREEMENT  
CONTRACT #11-633**

THIS AGREEMENT made this 14<sup>th</sup> day of June 2011 by and between INDEPENDENT SCHOOL DISTRICT #709, a Minnesota Corporation, hereinafter called Grantee, and ORDEAN FOUNDATION, a Minnesota Corporation, hereinafter called Ordean;

WITNESSETH

WHEREAS Grantee has applied to Ordean Foundation for a grant of Forty Thousand and no/100 Dollars (\$40,000) and Ordean has agreed to make a grant to Grantee not to exceed Forty Thousand and no/100 Dollars (\$40,000) to provide funds for Habitat Infant/Toddler Childcare Center at Central High School for a period not to exceed one year, contingent upon the following: (1) the Duluth School Board accepting the grant offer from Ordean; (2) the Duluth School District operating the Habitat program as presented in the District's May 20, 2011 application to Ordean; and (3) Habitat relocating to its new site at Denfeld High School for the 2011-12 school year.

NOW THEREFORE, in consideration of said grant and the agreements herein contained, Ordean and Grantee hereby agree as follows:

1. Grantee shall use said grant solely for the respective purposes above set forth as described in the grant application dated May 20, 2011 as supplemented which is in the files of Ordean.
2. Said grant will be paid to Grantee on the following dates and in the following amounts:

**PAYMENT 1**

Thirteen Thousand Three Hundred Thirty Three and 33/100 Dollars (\$13,333.33) on or about September 1, 2011 upon execution of this agreement and presentation of an invoice requesting payment;

**PAYMENT 2**

Thirteen Thousand Three Hundred Thirty Three and 33/100 Dollars (\$13,333.33) on or about January 1, 2012 upon presentation of a Minnesota Common Report Form progress report for the September 1, 2011 to December 31, 2011 grant period and an invoice requesting payment;

**PAYMENT 3**

Thirteen Thousand Three Hundred Thirty Three and 34/100 Dollars (\$13,333.34) on or about April 1, 2012 upon presentation of a Minnesota Common Report Form progress report for the January 1, 2012 to March 31, 2012 grant period and an invoice requesting payment.

**NO GRANT PAYMENTS WILL BE MADE UNTIL EACH REQUIRED PROGRESS REPORT HAS BEEN PRESENTED TO ORDEAN. A MINNESOTA COMMON REPORT FORM SHALL BE SUBMITTED FOR THE FINAL GRANT PERIOD WITHIN THIRTY (30) DAYS OF THE END OF THE GRANT PERIOD.**

Any part of said grant which has been paid to Grantee and which has not been used by Grantee for the purposes aforesaid on or before August 31, 2012 shall be repaid by Grantee to Ordean on or before September 30, 2012.

3. Grantee shall furnish evidence satisfactory to Ordean that Grantee has firm commitments for cash contributions for the purposes hereinabove set forth from the grantee or other funding sources of not

less than the additional amount required to fund the complete program of work described in the said application to Ordean. Further, that upon completion of the program year the Grantee shall furnish Ordean an accounting of application of funds demonstrating that the Grantee has applied said funds to the program. During or immediately following the close of the program year, Ordean will evaluate progress in achieving stated goals and accomplishments of the program. It will be the responsibility of the Grantee to provide such records and data as is necessary to complete such evaluation. This Agreement shall not be construed to make Ordean liable to any person for the payment of salary wages or other benefits nor make Ordean the employer for any purpose, and Grantee agrees to indemnify Ordean against any claim of any participant and any claim of any other person, firm, corporation or government entity, arising out of said Program.

4. Grantee shall furnish Ordean a resolution duly adopted by the governing body of Grantee and certified by its Corporate Secretary or Assistant Secretary accepting the grant hereinabove described, evidencing the agreement of said governing body to all of the provisions in this grant agreement contained, and authorizing the execution of the grant agreement by Officers of Grantee.

5. Grantee shall furnish Ordean a letter from the Internal Revenue Service evidencing its determination that Grantee is an exempt organization under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation which is not an operating foundation. Should the tax exempt status of the Grantee be revoked or changed at any time during the term of this contract, it is the responsibility of the Grantee to inform Ordean of said change or revocation within thirty (30) days of receipt of such notice from Internal Revenue Service or prior to the disbursement of any further funds, whichever shall occur first.

6. Grantee shall file in the Office of the Attorney General of Minnesota, and shall submit to Ordean in duplicate, a full and complete annual report on the manner in which said grant has been expended, Grantee's compliance with the terms of this agreement and the progress made toward achieving the purposes for which said grant was made within sixty (60) days following the end of each calendar year in which any part of said grant is received by Grantee, and all subsequent years, if any, in which such reports are required to comply with Treasury Regulations ss 53.4945-5, or any other law or regulation which may be applicable from time to time. If Grantee's taxable year is not a calendar year, such reports may be so filed and submitted within sixty (60) days following the end of Grantee's corresponding taxable years.

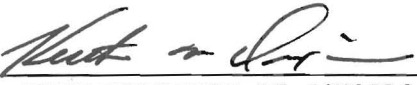
7. Grantee shall maintain complete records of its expenditures of said grant, and make the same available to Ordean at any reasonable time.

8. Grantee shall not use any part of said grant:

- (a) To carry on propaganda, or otherwise to attempt, to influence legislation (within the meaning of Section 4945 (d) (1) of the Internal Revenue Code),
- (b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945 (d) (2) of the Internal Revenue Code),
- (c) To make any grant which does not comply with the requirements of Section 4945 (d) (3) or (4) of the Internal Revenue Code, or
- (d) To undertake any activity for any purpose other than one specified in Section 170 (c) (2) (B) of the Internal Revenue Code.

IN TESTIMONY WHEREOF, said parties have caused this agreement to be executed by their Officers thereunto duly authorized the day and year first above written.

INDEPENDENT SCHOOL DISTRICT #709

BY   
ITS SUPERINTENDENT OF SCHOOLS

BY   
ITS SCHOOL BOARD CHAIR

ORDEAN FOUNDATION

BY \_\_\_\_\_  
ITS President

BY \_\_\_\_\_  
ITS Secretary