

**ARPA Subaward Agreement Amendment**

THIS AMENDMENT, to the attached Contract No. 17220, is entered into and between **ST. LOUIS COUNTY**, 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709- Duluth Public Schools**, 709 Portia Johnson Drive, Duluth, Minnesota 55811, hereinafter referred to as "Grantee" for the performance period of December 1, 2024, through December 31, 2024.

W I T N E S S E T H

WHEREAS, the County has established Contract No.17220C with District for post pandemic student reengagement services authorized by Board Resolution 21-427, Board Memo 22-05, Board Resolutions 22-444, 23-565 and 24-282 and Board Memo 24-63; and

WHEREAS, section 44. of Contract No. 17220 provides that any addenda or other material changes to this agreement shall be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, the ARPA Subaward Agreement provides for a subaward of funds from the Coronavirus Local Fiscal Recovery Fund ("CLFRF") established by the portion of section 9901 of the American Rescue Plan Act of 2021 ("ARPA"), Pub. L. No. 117-2, 135 Stat. 4 (2021), that is codified at 42 U.S.C. § 803; and

WHEREAS, on December 24, 2023, the County Board of Commissioners adopted Resolution No. 23-566 authorizing the County to amend the ARPA Subaward Agreement to recategorize the subaward as a non-subaward use of CLFRF funds by the County under 42 U.S.C. § 803(c)(1)(C) and 31 C.F.R. § 35.6(d); and

WHEREAS, the County will continue funding mentor and C&C Coordinator services with the Grantee, the C&C Coordinator servicing all participating St. Louis County schools and districts (with exception of ISD709 who has its own C&C Coordinator), all other duties remaining the same.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this AMENDMENT, the County and Grantee agree:

- A. Section 1 of the Amended Service Agreement shall be replaced with the following:

This Agreement and performance period shall commence on December 1, 2024 and terminate on December 31, 2024.

- B. Sections 2 - 3.1 of the Amended Service Agreement shall remain in full force and effect.

C. Section 3.3 shall be replaced with the following, renumbered as section 3.2:

County shall disburse allocated funds to Districts/Schools through contract amendments for the agreed upon amount of Check and Connect in the 2025-26 school year with a final payout for the total County portion, to be paid in one installment for the services upon execution of this document by the parties. The total County payout to the Grantee shall equal \$389,304.00, with the Districts/Schools maintaining responsibility for the remaining amount.

In summary:

County share for FY26: \$ 389,304.00

New contract maximum FY21-26: \$ 2,487,811.07

Final Payout, December 1 – December 31, 2024: \$ 389,304.00

D. All other sections of the ARPA Subaward Agreement shall be deleted and replaced with the following.

4. Grantee shall comply with ARPA, any administrative rule with respect to ARPA, any interpretive guidance issued by the U.S. Department of Treasury with respect to ARPA, and any other applicable law relating to this agreement. Grantee shall promptly comply with any reasonable request made by the County for the purpose of monitoring or ensuring compliance with this agreement or any applicable law relating to this agreement.
5. Grantee's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this agreement are subject to examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Grantee agrees to maintain such evidence for a period of six years from the termination of this agreement or longer if any audit in progress requires a longer retention period.
6. Grantee agrees to comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age. Grantee further agrees to comply with all federal, state, and local laws or ordinances and all applicable rules, regulations and standards established by any governmental agency having jurisdiction over Grantee's performance of its obligations set forth in this agreement.
7. To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the County and its officers, employees, and agents from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from Grantee's performance of its obligations set forth in this agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Grantee, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such


obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this agreement.

8. To the fullest extent permitted by law, Grantee shall indemnify the County for all losses that (a) are incurred by the County, (b) arise from the acts or omissions of Grantee in connection with this agreement, and (c) result from the recoupment of any funds by Treasury under 42 U.S.C. § 803(e) and 31 C.F.R. § 35.10.
9. Any amendment, variation, modification, or waiver of the provisions of this agreement shall be valid only when they have been reduced to writing and signed by the authorized representatives of the County and Grantee. This agreement shall supersede all other oral and written agreements prior to execution of this document.
10. If Grantee fails to perform any of the provisions of this agreement, such failure shall constitute a default. Unless Grantee's default is excused by the County, the County may, upon written notice, immediately terminate this agreement in its entirety. The County may, but is not required to, allow Grantee to cure the default upon such terms and within such timeframe that the County may require in its sole discretion. If Grantee fails to cure its default in accordance with the terms or within the timeframe required by the County, this agreement shall automatically terminate.
11. This agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this agreement shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.
12. Any waiver by either party of any provision of this agreement shall not imply a subsequent waiver of that or any other provision.
13. The provisions of this agreement shall be deemed severable. If any part of this agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to either party.
14. By entering into this agreement, Grantee certifies that the firm, association, corporation, or any person in a controlling capacity is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any government agency; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against any person, firm, association, or corporation by a court of competent jurisdiction on any manner involving fraud or official misconduct within the past three years.
15. This agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or contracts. There are no representations, warranties, or stipulations either oral or written not herein contained.

16. For the avoidance of doubt, under this Amendment to ARPA Subaward Agreement, the subaward under the ARPA Subaward Agreement is recategorized as a non-subaward use of CLFRF funds by the County for the provision of government services under 42 U.S.C. § 803(c)(1)(C) and 31 C.F.R. § 35.6(d).
17. This Amendment to ARPA Subaward Agreement is effective retroactively from the effective date of the ARPA Subaward Agreement.
18. Each person executing this Amendment to ARPA Subaward Agreement on behalf of Grantee represents that the person is authorized to do so.

IN WITNESS WHEREOF, County and Grantee agree to be bound by the provisions of this Amendment, said Amendment and performance period being effective from December 1, 2024, through December 31, 2024.


**DISTRICT**

  
\_\_\_\_\_  
Jill Lofald  
School Board Chair


Date: 1-3-25

Federal Tax ID #41-6003776

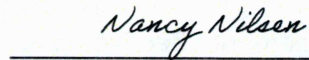
**COUNTY OF ST. LOUIS**

  
\_\_\_\_\_  
Keith Nelson  
Board Chairperson

Date: January 6, 2025

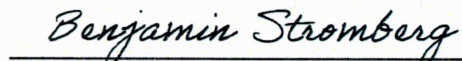
  
\_\_\_\_\_  
Linnea B. Mirsch  
Public Health & Human Services Director

Date: 1.6.25

  
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Nancy Nilsen  
Auditor

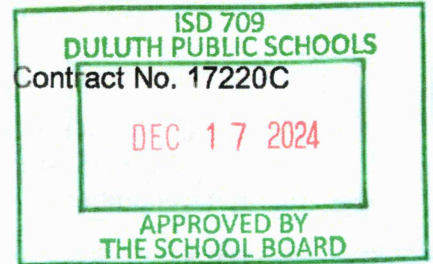
Date: 1/6/25

Approved as to form and execution:

  
\_\_\_\_\_  
Benjamin M. Stromberg  
Assistant County Attorney

Date: 1/07/2025

LBM /ahs



**ARPA Subaward Agreement Amendment**

THIS AMENDMENT, to the attached Contract No. 17220, is entered into and between **ST. LOUIS COUNTY**, 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709- Duluth Public Schools**, 709 Portia Johnson Drive, Duluth, Minnesota 55811, hereinafter referred to as "Grantee" for the performance period of October 1, 2024, through December 31, 2024.

**WITNESSETH**

WHEREAS, the County has established Contract No.17220B with District for post pandemic student reengagement services authorized by Board Resolution 21-427, Board Memo 22-05, Board Resolutions 22-444, 23-565 and 24-282; and

WHEREAS, section 44. of Contract No. 17220 provides that any addenda or other material changes to this agreement shall be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, the parties agree that this service agreement will be amended to take the form of an ARPA subaward agreement effective upon execution of this amendment; and

WHEREAS, the ARPA Subaward Agreement provides for a subaward of funds from the Coronavirus Local Fiscal Recovery Fund ("CLFRF") established by the portion of section 9901 of the American Rescue Plan Act of 2021 ("ARPA"), Pub. L. No. 117-2, 135 Stat. 4 (2021), that is codified at 42 U.S.C. § 803; and

WHEREAS, on October 24, 2023, the County Board of Commissioners adopted Resolution No. 23-566 authorizing the County to amend the ARPA Subaward Agreement to recategorize the subaward as a non-subaward use of CLFRF funds by the County under 42 U.S.C. § 803(c)(1)(C) and 31 C.F.R. § 35.6(d); and

WHEREAS, the County will continue funding mentor and C&C Coordinator services with the Grantee, the C&C Coordinator servicing all participating St. Louis County schools and districts (with exception of ISD709 who has its own C&C Coordinator), all other duties remaining the same.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this AMENDMENT, the County and Grantee agree:

- A. Section 1 of the Amended Service Agreement shall be replaced with the following:

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- B. Sections 2 - 3.1 of the Amended Service Agreement shall remain in full force and effect.

C. Section 3.3 shall be replaced with the following, renumbered as section 3.2:

County shall disburse allocated funds to Districts/Schools through contract amendments for 70% of the cost of Check and Connect in the 2024-25 school year and 40% of the cost of ongoing mentors in the 2025-26 school year with a final payout for the total County portion, to be paid in one installment for the services upon execution of this document by the parties. The total County payout to the Grantee shall equal \$1,019,269.70, with the Districts/Schools maintaining responsibility for the remaining percentages.

In summary:

County share for FY25 \$629,965.70

County share for FY26 \$389,304.00

New contract maximum FY21-26 \$ 2,487,811.07

One Time Payout, October 1 – December 31, 2024: \$1,019,269.70

D. All other sections of the ARPA Subaward Agreement shall be deleted and replaced with the following.

4. Grantee shall comply with ARPA, any administrative rule with respect to ARPA, any interpretive guidance issued by the U.S. Department of Treasury with respect to ARPA, and any other applicable law relating to this agreement. Grantee shall promptly comply with any reasonable request made by the County for the purpose of monitoring or ensuring compliance with this agreement or any applicable law relating to this agreement.
5. Grantee's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this agreement are subject to examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Grantee agrees to maintain such evidence for a period of six years from the termination of this agreement or longer if any audit in progress requires a longer retention period.
6. Grantee agrees to comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, or age. Grantee further agrees to comply with all federal, state, and local laws or ordinances and all applicable rules, regulations and standards established by any governmental agency having jurisdiction over Grantee's performance of its obligations set forth in this agreement.
7. To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the County and its officers, employees, and agents from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from Grantee's performance of its obligations set forth in this agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness; disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Grantee, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such

obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this agreement.


8. To the fullest extent permitted by law, Grantee shall indemnify the County for all losses that (a) are incurred by the County, (b) arise from the acts or omissions of Grantee in connection with this agreement, and (c) result from the recoupment of any funds by Treasury under 42 U.S.C. § 803(e) and 31 C.F.R. § 35.10.
9. Any amendment, variation, modification, or waiver of the provisions of this agreement shall be valid only when they have been reduced to writing and signed by the authorized representatives of the County and Grantee. This agreement shall supersede all other oral and written agreements prior to execution of this document.
10. If Grantee fails to perform any of the provisions of this agreement, such failure shall constitute a default. Unless Grantee's default is excused by the County, the County may, upon written notice, immediately terminate this agreement in its entirety. The County may, but is not required to, allow Grantee to cure the default upon such terms and within such timeframe that the County may require in its sole discretion. If Grantee fails to cure its default in accordance with the terms or within the timeframe required by the County, this agreement shall automatically terminate.
11. This agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this agreement shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.
12. Any waiver by either party of any provision of this agreement shall not imply a subsequent waiver of that or any other provision.
13. The provisions of this agreement shall be deemed severable. If any part of this agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to either party.
14. By entering into this agreement, Grantee certifies that the firm, association, corporation, or any person in a controlling capacity is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any government agency; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against any person, firm, association, or corporation by a court of competent jurisdiction on any manner involving fraud or official misconduct within the past three years.
15. This agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or contracts. There are no representations, warranties, or stipulations either oral or written not herein contained.



16. For the avoidance of doubt, under this Amendment to ARPA Subaward Agreement, the subaward under the ARPA Subaward Agreement is recategorized as a non-subaward use of CLFRF funds by the County for the provision of government services under 42 U.S.C. § 803(c)(1)(C) and 31 C.F.R. § 35.6(d).
17. This Amendment to ARPA Subaward Agreement is effective retroactively from the effective date of the ARPA Subaward Agreement.
18. Each person executing this Amendment to ARPA Subaward Agreement on behalf of Grantee represents that the person is authorized to do so.


IN WITNESS WHEREOF, County and Grantee agree to be bound by the provisions of this Amendment, said Amendment and performance period being effective from October 1, 2024, through December 31, 2024.


**DISTRICT**


  
\_\_\_\_\_  
Jill Lofald  
School Board Chair  
Date: 12-17-24

Federal Tax ID #41-6003776

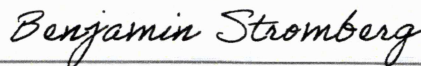
**COUNTY OF ST. LOUIS**

  
\_\_\_\_\_  
Keith Nelson  
Board Chairperson  
Date: December 18, 2024

  
\_\_\_\_\_  
Linnea B. Mirsch  
Public Health & Human Services Director  
Date: 12.18.24

  
\_\_\_\_\_  
Nancy Nilsen /Deputy Auditor  
Auditor  
Date: 12/19/24

Approved as to form and execution:

  
\_\_\_\_\_  
Benjamin M. Stromberg  
Assistant County Attorney  
Date: 12/19/2024

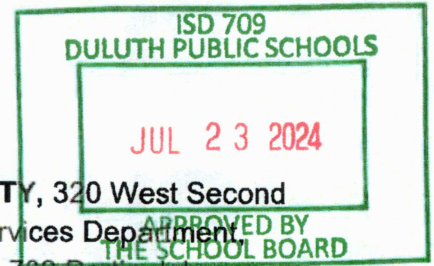
LBM /ahs

**ISD 709 – DULUTH  
PUBLIC SCHOOLS**

**2021 – 2026**

**STUDENT RE-  
ENGAGEMENT (ARPA)**

**CONTRACT #17220B**



**AMENDMENT**

THIS AMENDMENT is made and entered into between **ST. LOUIS COUNTY**, 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department hereinafter referred to as "County," and **ISD 709- Duluth Public Schools**, 709 Portia Johnson Drive, Duluth, Minnesota 55811, hereinafter referred to as "**DISTRICT**", for the performance period of September 1, 2024 through July 31, 2026.

**WITNESSETH**

WHEREAS, the County has established Contract No. 17415 with District for post pandemic student reengagement services authorized by Board Resolution 21-427, Board Memo 22-05, Board Resolutions 22-444, 23-565 and 24-282; and

WHEREAS, section 44 of Contract No. 17220 provides that any addenda or other material changes to this agreement shall be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, the County wishes to continue mentor services with District, without contracted C&C Coordinator services since District has its own C&C Coordinator, with all other duties remaining the same; and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this AMENDMENT, the County and District agree the following sections and related exhibits of the original agreement have been replaced by the following:

**SERVICES TO BE PROVIDED**

2. The DISTRICT will furnish the following services (hereinafter referred to as "Purchased Services"):

<u>SERVICE</u>	<u>OBJECT CODE</u>
2.1 C&C Mentor – 15 FTE	239-239518-695100

**COST AND DELIVERY OF PURCHASED SERVICES**

3. Cost for covered services is as follows:

3.1 15 FTE mentors.

3.2 The maximum amount to be paid under this Agreement shall not exceed \$2,648,566.10.

Duluth Public Schools new grand total contract max \$2,648,566.10

2021	\$	-	actuals	
2022	\$	471,725.97	actuals	
2023	\$	635,772.59	actuals	
Jan-Mar	\$	195,674.19	actuals	
Apr-Aug	\$	326,123.65	estimated	
Sept 2024-Aug 2025	\$	629,965.70	projected	county share
Sept 2025- July 2026	\$	389,304.00	projected	county share
	\$	2,648,566.10		

- 3.3 County shall allocate additional ARPA funds to districts/schools through contract amendments, paying 70% of the cost of Check and Connect in the 2024-25 school year and 40% of the cost of ongoing mentors in the 2025-26 school year. Districts will pay the remaining percentage.

County has outlined, in the table above, the total amount of funds approved to each district/school across the 5 years, less any unspent funds by the district/school (due to a variety of reasons including unfilled positions), the additional amount to be received by the County consistent with the budget submitted for year 4 (2024-25 school year) and year 5 (2025-2026 school year). Please note that the additional amounts received from the County incorporate past years allocated but unspent funds, projected spending for the remaining quarter, and the cost share percentage for the upcoming two years.

In summary:

County share for FY25 \$629,965.70  
 County share for FY26 \$389,304.00  
 New contract maximum FY21-24 \$1,629,296.40  
 New contract maximum FY21-26 \$2,648,566.10

- 3.4 Expenditures incurred by DISTRICT in rendering services shall be in accordance with DISTRICT 's line-item budget incorporated herein as in **Exhibit B**, entitled **BUDGET**, and **Uniform Guidance**, entitled and incorporated herein as **Exhibit C**, and made a part of this Agreement.

IN WITNESS WHEREOF, County and DISTRICT agree to be bound by the provisions of this AMENDMENT, said AMENDMENT and performance period being effective from August 1, 2024 through July 31, 2026.

**DISTRICT**

*Jill Lofald*

Jill Lofald  
School Board Chair

Date: 7-23-24

Federal Tax ID #41-6003776

**COUNTY OF ST. LOUIS**

*Keith Nelson*

Keith Nelson  
Board Chairperson

Date: 08/01/2024

*Linnea B. Mirsch*

Linnea B. Mirsch  
Public Health & Human Services Director

Date: 7.29.24

*Nancy Nilsen*

Nancy Nilsen  
Auditor

Date: 8/5/24

Approved as to form and execution:

*Benjamin Stromberg*

Benjamin M. Stromberg  
Assistant County Attorney

Date: 8/06/2024

PS /ah

## EXHIBIT B BUDGET

2024-25

Total FTE	Sub Nature	Total Cost	County Budget	District Budget	Comments
1	Supporting 15 Mentors				
	Salary	\$83,050	\$0.00	\$83,050	Paid By District
	Benefits	\$48,600	\$0.00	\$48,600	Paid By District
	Technology	N/A			Extra Grant Supports
	Supplies	\$350	\$245.00	\$105.00	
	Dues				
	Food & Family Engagement	\$350	\$245.00	\$105.00	
	Travel, Professional Development & Milea	\$3,000	\$2,100	\$900	
	University of MN - Technical Assistance	\$1,816	\$1271.20	\$544.80	\$227/hour - 8 Hours
15					
	Coordination / Coaching	(Included)			
	Salary / Benefit Package	\$885,000	\$619,500	\$265,500	
	Technology				Extra Grant Support-(24/25)
	Supplies	\$3,000	\$2,100	\$900	
	Training / Professional Development	\$1,935	\$1,354.50	\$580.50	Annual Conference
	Food & Family Engagement	\$3,000	\$2,100	\$900	
	Travel & Mileage	\$1,500	\$1,050	\$450	
Annual Budget		\$1,031,601.00	\$629,965.70	\$455,507.50	

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CHECK & CONNECT: SLC GRANT -

2025-26

Total FTE	Sub Nature	Total Cost	County Budget	District Budget	Comments
1	Supporting 15 Mentors				
	Salary	\$85,542	\$0.00	\$85,542	Paid By District
	Benefits	\$51,030	\$0.00	\$51,030	Paid By District
	Technology	N/A	0		Extra Grant Supports
	Supplies	\$350	\$140.00	\$210.00	
	Dues				
	Food & Family Engagement	\$350	\$140.00	\$210.00	
	Travel, Professional Development & Milea	\$3,000	\$1,200	\$1,800	
	University of MN - Technical Assistance	\$1,816	726.4	\$1,089.60	\$227/hour - 8 Hours
15					
	Coordination / Coaching	(Included)			
	Salary / Benefit Package	\$955,809	\$382,323.60	\$573,485.40	
	Technology	\$2,500	\$1,000	1500	Check & Connect App
	Supplies	\$3,000	\$1,200	\$1,800	
	Training / Professional Development	\$1,935	\$774.00	\$1,161.00	Annual Conference
	Food & Family Engagement	\$3,000	\$1,200	\$1,800	
	Travel & Mileage	\$1,500	\$600	\$900	
Annual Budget		\$1,109,832.00	\$389,304.00	\$720,528.00	

**EXHIBIT C  
UNIFORM GUIDANCE**

The award made to your organization by St. Louis County, Minnesota as part of the Check and Connect student reengagement initiative is classified as a federal award and your organization is classified as a subrecipient subject to Uniform Guidance.

Subrecipient Name: ISD 709– Duluth Public Schools

Subrecipient's Unique Identifier: CONTRACT #17220B

Federal Award Identification Number: SLFRP1191

Period of Performance: August 1, 2021 through July 31, 2026

Amount of Federal Funds Obligated: \$2,648,566.10

Total Amount of Federal Funds committed: \$2,648,566.10

Federal awarding agency: U.S Department of Treasury

Pass-through entity: St. Louis County, Minnesota

Pass-through entity awarding official contact: Linnea B. Mirsch

CFDA: 21.027

This award is not R&D.

This award is not eligible for an indirect cost rate.

This award is subject to the requirements imposed by the American Rescue Plan Act and related guidance published by the U.S. Department of Treasury. As a subrecipient, St. Louis County reserves the right to access your organization's records and financial information as necessary for St. Louis County to meet its subrecipient monitoring requirements.

Closeout requirements:



**ISD 709 – DULUTH  
PUBLIC SCHOOLS**

**2021 – 2026**

**STUDENT RE-  
ENGAGEMENT (ARPA)**

**CONTRACT #17220A**



**PURCHASE OF SERVICE AMENDMENT**

THIS AMENDMENT is made and entered into between **ST. LOUIS COUNTY**, 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709- Duluth Public Schools**, 215 N 1st Avenue East, Duluth, MN 55802, hereinafter referred to as "**DISTRICT**", for the performance period of August 1, 2022 through August 31, 2024.

**WITNESSETH**

WHEREAS, the County has established Contract No 17220 with District for post pandemic student reengagement services authorized by Board Resolution # 21-427, Board Memo 22-05 and Board Resolution 22-444; and

WHEREAS, section 44 of Contract No 17220 provides that any addenda or other material changes to this agreement shall be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, the County wishes to continue such services with District with the agreed upon addition of 1 FTE Mentor (additional \$98,099) to serve the Area Learning Center, effective August 1, 2022; and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this AMENDMENT, the County and District agree the following sections and related exhibits of the original agreement have been replaced by the following:

**SERVICES TO BE PROVIDED**

2. The DISTRICT will furnish the following services (hereinafter referred to as "Purchased Services"):

<u>SERVICE</u>	<u>OBJECT CODE</u>
2.1 C&C Mentor – 15 FTE	239-239518-695100

**COST AND DELIVERY OF PURCHASED SERVICES**

3. Cost for covered services is as follows:

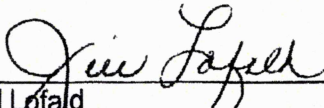
3.1 15 FTE mentors.

3.2 The maximum amount to be paid under this Agreement shall not exceed \$1,723,076.

3.3 Expenditures incurred by DISTRICT in rendering services shall be in accordance with DISTRICT 's line-item budget incorporated herein as in **Exhibit B**, entitled **BUDGET**, and **Uniform Guidance**, entitled and incorporated herein as **Exhibit C**, and made a part of this Agreement.


IN WITNESS WHEREOF, County and DISTRICT agree to be bound by the provisions of this AMENDMENT, said AMENDMENT and performance period being effective from August 1, 2022 through August 31, 2024.


**DISTRICT**

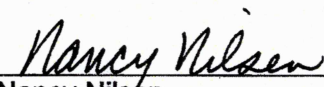
  
\_\_\_\_\_  
Jill Lofald  
School Board Chair  
Date: 9-20-22

Federal Tax ID #41-6003776

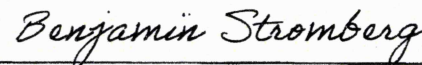
**COUNTY OF ST. LOUIS**

  
\_\_\_\_\_  
Paul McDonald  
Board Chairperson  
Date: 10/10/22

  
\_\_\_\_\_  
Linnea B. Mirsch  
Public Health & Human Services Director  
Date: 9.21.22

  
\_\_\_\_\_  
Nancy Nilssen  
Auditor  
Date: 10/18/22

Approved as to form and execution:

  
\_\_\_\_\_  
Benjamin M. Stromberg  
Assistant County Attorney  
Date: 10/24/2022

PS /ah

**EXHIBIT B  
BUDGET**

**14 Check and Connect Mentors- 4 sites (Denfeld, Duluth East, Ordean, Lincoln Park)  
2021-2024 school years: \$1,624,977**

**1 Mentor-Additional Site (Area Learning Center)  
2022-2023 and 2023-2024 school years: \$98,099**

Single Salary Estimate + Benefits per Mentor	2021-2022*	\$47,807.18
	2022-2023	\$48,629.18
	2023-2024	\$49,469.34

**Budget Estimate:**

Year	Amount	Notes:
21-22	\$298,393.33	2021-22 is an overestimate. This is the budget for a half year; however, not all staff started in the beginning of January.
22-23	\$708,353.98	This includes a 2.25% pay raise that was negotiated after the budget was submitted.
23-34	\$720,710.94	This includes another 2.25% pay raise that was negotiated after the budget was submitted.
<b>Total</b>	<b>\$1,727,458.25</b>	

ISD 709 shall cover costs over the contracted amount, should it be needed.

**EXHIBIT C  
UNIFORM GUIDANCE**

The award made to your organization by St. Louis County, Minnesota as part of the Check and Connect student reengagement initiative is classified as a federal award and your organization is classified as a subrecipient subject to Uniform Guidance.

Subrecipient Name: ISD 709– Duluth Public Schools

Subrecipient's Unique Identifier: CONTRACT #17220A

Federal Award Identification Number: SLFRP1191

Period of Performance: August 1, 2021 through August 31, 2024

Amount of Federal Funds Obligated: \$1,723,076.

Total Amount of Federal Funds committed: \$1,723,076.

Federal awarding agency: U.S Department of Treasury

Pass-through entity: St. Louis County, Minnesota

Pass-through entity awarding official contact: Linnea B. Mirsch

CFDA: 21.027

This award is not R&D.

This award is not eligible for an indirect cost rate.

This award is subject to the requirements imposed by the American Rescue Plan Act and related guidance published by the U.S. Department of Treasury. As a subrecipient, St. Louis County reserves the right to access your organization's records and financial information as necessary for St. Louis County to meet its subrecipient monitoring requirements.

Closeout requirements:

**PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into between **ST. LOUIS COUNTY**, 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709 – Duluth Public Schools**, 215 N. 1st Avenue East, Duluth, MN 55802, hereinafter referred to as "**DISTRICT**", for the performance period of August 1, 2021 through August 31, 2024.

WITNESSETH

WHEREAS, A critical need identified throughout the COVID-19 pandemic has been education. The County, through its Public Health and Human Services Department (PHHS) has identified a certain population in need of post pandemic student reengagement; and

WHEREAS, The St. Louis County Board was requested to invest and distribute up to \$5,183,159 in 2021-2024 American Recovery Act funds through PHHS to support Individual Schools and Independent School Districts within St. Louis County to reengage students and get them back on track for academic success following the pandemic.

WHEREAS, the Children and Family Services Division of PHHS has been collaborating with school districts throughout the county to assess the need and develop an effective solution. They have determined that the utilization of a nation-wide, evidenced-based intervention called "Check & Connect" (C&C) would be effective in re-engaging students through hiring mentors and mentor coordinators; and

WHEREAS, the County is authorized to enter into contract with DISTRICT for these services by Board Resolution # **21-427**; and

WHEREAS, the County wishes to purchase such services from the DISTRICT (assisted with funding from **American Recovery Act Funds**); and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this Agreement, the County and DISTRICT agree as follows:

**TERM OF THE AGREEMENT**

1. This Agreement and performance period shall commence on August 1, 2021 and terminate on August 31, 2024.

## SERVICES TO BE PROVIDED

2. The DISTRICT will furnish the following services (hereinafter referred to as "Purchased Services"):

<u>SERVICE</u>	<u>OBJECT CODE</u>
2.1 C&C Mentor(s) 14 FTE	239513

## COST AND DELIVERY OF PURCHASED SERVICES

3. Cost for covered services is as follows:
- 3.1 14 FTE mentors.
  - 3.2 The maximum amount to be paid under this Agreement shall not exceed \$1,624,977.
  - 3.3 Expenditures incurred by DISTRICT in rendering services shall be in accordance with DISTRICT 's line-item budget incorporated herein as in **Exhibit B**, entitled **BUDGET**, and **Uniform Guidance**, entitled and incorporated herein as **Exhibit C**, and made a part of this Agreement.
  - 3.4 DISTRICT may bill and retain payments received from clients and/or their insurance companies for services provided under terms of this Agreement. However, payments under this Agreement may only be made for amounts not paid by insurance or any other funding source.
  - 3.5 Services are provided at:
    - 215 N. 1st Avenue East, Duluth, MN 55802; and
    - other locations in St. Louis County as mutually agreed upon.

## BILLING AND PAYMENT

4. Method for Billing
- 4.1 DISTRICT will submit an itemized invoice and supporting documentation on a Quarterly basis, by the 10th day of the following service Quarter, to:

**St. Louis County Public Health & Human Services**

Paula Stocke  
Deputy Director  
201 S 3rd Ave West  
Virginia, MN 55792  
stockep@stlouiscountymn.gov  
218-471-7178

5. Method of Payment

- 5.1 County will reimburse costs incurred within thirty (30) days of approving the invoice and supporting documentation. Payment questions can be directed to:

**St. Louis County Public Health & Human Services**

Lisa King

Business Services Supervisor

[kingl@stlouiscountymn.gov](mailto:kingl@stlouiscountymn.gov)

218-726-2153

- 5.2 Reimbursement for eligible expenses under this Agreement may be contingent upon County receipt and review of reporting requirements and other documentation County may request to substantiate DISTRICT compliance with the Agreement. County's obligation to make payment hereunder is subject to audit by County or its duly authorized designee and said audit shall be the final determination of County's payment obligation.
- 5.3 The DISTRICT certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The DISTRICT further certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service, and if the services are being purchased from another public agency, the cost reasonably assignable to such service. The DISTRICT further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.
- 5.4 The DISTRICT shall promptly reimburse to County any payments received in excess of required payments hereunder.
- 5.5 The County shall not be obligated to honor claims for nor shall DISTRICT claim for any services furnished or costs incurred by DISTRICT which are not specifically provided for hereunder or requested by County in writing during the term of this Agreement.

**REPORTING**

6. Reporting Requirements:

Shall be completed and submitted to the County as outlined below:



## 6.1 Data Points

### 6.1.1 Monthly data downloads from the Check & Connect App:

Coordinators will create aggregate data and submit a report to the County by the 10<sup>th</sup> of the following service month during the school year. This will require mentors to be entering data into the App on a weekly basis, including:

- Attendance (excused and unexcused absences, tardies, missed classes)
- Behavior (in- and out-of-school suspensions, office referrals, detentions)
- Course Performance
- Basic and intensive interventions
- Connect meetings

### 6.1.2 Other data points to be collected by mentors during the school year:

- GPA (for high school students at the end of grading periods)
- Mentor Practice Profile (two times per year)  
*The purpose of this practice profile is to guide the C&C mentor through the implementation of the C&C Comprehensive Student Engagement Model. The critical components of the C&C mentor position include building relationships with students; systematic monitoring and analysis of student-level "check" data; providing personalized "connect".*
- Student Engagement Instrument- mentor administers to students (two times per year)  
*The Student Engagement Instrument (SEI™) is a brief 35 item self-reporting survey measuring cognitive and affective engagement. Data allows school professionals to gain insights into a student's sense of control, intrinsic motivation, and future aspirations (cognitive engagement factors).*

### 6.1.3 School level teams will complete assessments and submit an aggregate report to the County bi-annually, due on January 10<sup>th</sup> and July 10<sup>th</sup>:

- Check & Connect core components and essential elements self-assessment: Completed two times per year by school implementation teams (regional coordinator, school mentor, school administrator, etc.)  
*This self-assessment reflects overall fidelity as well as helps to identify barriers to fidelity so that they may be overcome with the support of administration and coordinator.*

## 6.2 Participate in any additional evaluation activities as requested by County.

- 6.3 Submit Reporting to:  
**St. Louis County Public Health & Human Services**  
Abby Schaefer  
Contract Services Representative  
[SchaeferA@stlouiscountymn.gov](mailto:SchaeferA@stlouiscountymn.gov)
- Cc: Paula Stocke [stockep@stlouiscountymn.gov](mailto:stockep@stlouiscountymn.gov)  
Ryan Bauers [bauersr@stlouiscountymn.gov](mailto:bauersr@stlouiscountymn.gov)

## SCOPE OF WORK

7. The specific scope of services per this Agreement are outlined below, further defined and incorporated herein as in **Implementing Check & Connect**, entitled **Exhibit A**, and made a part of this Agreement.

- 7.1 Target Population:  
Individual schools and Independent School Districts across St. Louis County.

Students who are at risk of disengagement or dropout as defined by their referring institution, typically related to indicators or disengagement such as attendance, behavior problems, and academic performance.

- 7.3 Personnel:

The DISTRICT shall provide all personnel and supports to personnel needed to perform services under this Agreement. The DISTRICT shall appoint a liaison person responsible for the overall administration of the project and communication and is identified in **Section 41.1**.

- 7.4 Expectations:

**DISTRICT –**

- 7.4.1 Hire and host the C & C mentors and coordinator onsite; to include administrative support, supervision, office space, office supplies, necessary technology (computer, tablet, phone, printer, etc.) and travel related needs.
- 7.4.2 The mentors and coordinator will only be completing the tasks designated to the position and will not be assigned to other duties.
- 7.4.3 Hire mentors and coordinator using the C & C model for **Implementing Check & Connect**, attached hereto, and incorporated herein, as **Exhibit A**.
- 7.4.4 Notify St. Louis County contact identified in **Section 41.1** of any changes regarding any mentor or coordinator employment or physical location status.
- 7.4.5 Mentors and coordinator shall complete home visits and attend meetings in the community as necessary and designed in the C&C model.

## **COUNTY –**

- 7.4.6 Contract with UMN for C & C program management and training for education administrators, lead staff, coordinators, and mentors.
- 7.4.7 Provide mentors and coordinators license subscriptions for the C&C App:
  - The subscription period runs from August 1-July 31 of each year.
  - Unlimited devices and unlimited users per school site school license.
  - <http://www.checkandconnect.umn.edu/app/default.html>
- 7.4.8 Communicate with DISTRICT and UMN on a regular basis and participate in any related meetings.
- 7.4.9 Coordinate with UMN and regional C & C Coordinators to collect and aggregates data for the purposes of determining the impact on student outcomes and reporting of project efficacy.

## **AUDIT, REPORTS, RECORDS, DISCLOSURES AND MONITORING PROCEDURES**

- 8. The DISTRICT shall keep complete books and records according to generally accepted accounting principles. DISTRICT's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Agreement are subject to the examination, duplication, transcription, and audit by the County and the Minnesota Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidence is also subject to review by the Minnesota Department of Human Services and, if federal funds are used for any work under this Agreement, by the U.S. Department of Health and Human Services, the Comptroller General of the United States, or a duly authorized federal representative. The DISTRICT agrees to maintain such evidence for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period
- 9. The DISTRICT shall allow personnel of the County, the Minnesota State Auditor, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, to access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the DISTRICT which are relevant to the contract, pursuant to Minn. Stat. sec. 16C.05, subd. 5.
- 10. County or its duly authorized designee may conduct periodic site visits to determine compliance with this Agreement and to evaluate the quality of services provided by DISTRICT pursuant to this Agreement. In addition, County reserves the right to survey service recipients and other interested persons to determine the level of satisfaction with the purchased services provided pursuant to this Agreement.

DISTRICT agrees to cooperate with County in the conduct of any such survey or evaluation.

#### **NON-DISCLOSURE OF INFORMATION OR DATA**

11. **Confidentiality:** The use or disclosure by any party or of any private information concerning a client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the County's or the DISTRICT 's responsibility with respect to these services is prohibited without the written consent of the client or responsible parent or guardian.
12. **Data Practices:** To the extent Minn. Stat. § 13.05, subd. 11(a), applies to the Agreement, all of the data created, collected, received, stored, used, maintained, or disseminated by DISTRICT in performing the County's functions is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, and DISTRICT must comply with those requirements as if it were a government entity. DISTRICT shall not provide public access to or release to the public or any third party any data relating to the Agreement without the County's prior written approval. If DISTRICT receives a request for data relating to the Agreement, DISTRICT shall forward the request to the County for response
13. **HIPAA Compliance:** The parties agree to comply in all respects with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and its implementing regulations (45 CFR Parts 160-164), to ensure the integrity and confidentiality of protected health information. Should a party fail or refuse to honor its obligations pursuant to this section, the other party may terminate this Agreement with thirty (30) days written notice.

#### **FAIR HEARING AND GRIEVANCE PROCEDURES**

14. To the extent Minnesota Statutes, Section 256.045 is applicable to this Agreement, the DISTRICT agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established therein.

#### **EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NON-DISCRIMINATION**

15. DISTRICT will comply with all federal, state, and local laws, ordinances, rules, and regulations pertaining to unlawful discrimination, including but not necessarily limited to the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive order No. 11246, and Title VI (42 USC 2000d); 42 USC 12101, et seq. (ADA), 28 CFR 35.101-35.190, Title IX of the Educational Amendments of 1982 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973; Minnesota Statutes section 363A.02; Minnesota Human Rights Act at Minnesota Statute section 363.01 et. seq.; and all applicable federal and state laws, rules, regulations, and orders prohibiting discrimination in employment, facilities and services. The DISTRICT shall not discriminate in employment, facilities, and in the rendering of Purchased Services hereunder on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or national origin.

16. It is St. Louis County's policy that all DISTRICT s desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that the DISTRICT s do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent practicable, the DISTRICT certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the DISTRICT has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

#### **BONDING, INDEMNITY, AND INSURANCE**

17. **Bonding:** The DISTRICT shall obtain and maintain at all times during the terms of this Agreement, a fidelity bond in the amount of \$ 0.00 covering the activities of each person authorized to receive or distribute monies under the terms of this Agreement.
18. **Indemnity:** The DISTRICT does hereby agree that it will defend, indemnify, and hold harmless the Department and the County against any and all liability, loss, damages, costs, and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
  - 18.1 By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the DISTRICT , or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the DISTRICT or any officer, agent, or employee thereof; or
  - 18.2 By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person during any time when the DISTRICT or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
  - 18.3 By reason of any negligent act or omission or intentional act of the DISTRICT, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services, or as the result of the performance of Purchased Services, under this Agreement; or
  - 18.4 From all claims arising out of, resulting from, or in any manner attributable to any violation of the Minnesota Government Data Practices Act, HIPAA, or any other data privacy statute or regulation including any legal fees or disbursements paid or incurred to enforce the provision of this section of the Agreement Neither party shall be liable for any special, consequential, or punitive damages resulting from or relating to any breach of this Agreement under any circumstances.
19. **Insurance:** The following insurance must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the St. Louis County Public

Health and Human Service Department Contract Services office within 10 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each certificate must include a 10-day notice of cancellation non-renewal, or material change to all named and additional insureds. The County reserves the right to rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against DISTRICT.

20. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

20.1 General Liability Insurance

\$500,000 when the claim is one for death by wrongful act or omission and  
\$500,000 to any claimant in any other case.  
\$1,500,000 for any number of claims arising out of a single occurrence.

No less than \$2,000,000 Aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability

St. Louis County shall be named as an Additional Insured on a primary and non-contributory basis.

20.2 Business Automobile Liability Insurance

\$500,000 for claims for wrongful death and each claimant

\$1,500,000 each occurrence

No less than \$2,000,000 aggregate

Must cover owned, non-owned and hired vehicles.

20.3 Workers' Compensation

Per statutory requirements, Certificate of Compliance must be executed and filed with St. Louis County.

20.4 Professional Liability Insurance For Licensed Professionals

DISTRICT shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of DISTRICT, its agent, and employees in the amount of not less than \$500,000 per claim and \$2,000,000 annual aggregate. This provision applies only in situations where DISTRICT 's staff or volunteers are performing licensed professional services under this Agreement.

## **MAINTENANCE OF EFFORT AND EXPANSION OF SERVICES**

21. The DISTRICT hereby certifies that any federal funds to be used under this Agreement do not replace or supplant in any way state or local funds. The DISTRICT certifies that the amount to be expended in this Agreement results in increased expenditures by the DISTRICT for services of the type being purchased to individuals of the type included under the Purchase Agreement.

## **CONDITIONS OF THE PARTIES' OBLIGATIONS**

22. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing and signed. This Agreement will supersede all other oral and written agreements prior to execution of this document.
23. In the event of a revision in federal regulations which might make this Agreement ineligible for federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new federal regulations.
24. The DISTRICT agrees to cooperate fully with the County and its designated representatives in the development and implementation of both qualitative and quantitative assessment of DISTRICT 's services. Evaluative data collected will be used by the County in its funding decisions and will be shared with the DISTRICT and community.
25. The DISTRICT agrees that in any reports, news releases, public service announcements or publications regarding the DISTRICT 's program, the County will be identified as a funding source.

## **SUBCONTRACTING AND ASSIGNMENT**

26. The DISTRICT shall not enter into any subcontract for performance of any of the services contemplated under this Agreement nor assign any interest in the Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The DISTRICT shall be responsible for the performance of all subcontractors.

## **INDEPENDENT CONTRACTOR**

27. That at all times and for all purposes hereunder, DISTRICT will be an independent DISTRICT and is not an employee of the County for any purpose. No statement contained in this agreement will be construed so as to find DISTRICT to be an employee of the County, and DISTRICT will not be entitled to any of the rights, privileges, or benefits of employees of the County, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;
28. DISTRICT acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due DISTRICT and that it is DISTRICT 's sole obligation to comply with the applicable provisions of all federal and state tax laws;

29. DISTRICT shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services identified herein;
30. DISTRICT is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

#### **CANCELLATION, DEFAULT AND REMEDY**

31. This Agreement may be terminated under the following circumstances:
  - 31.1 By mutual written Agreement of the parties.
  - 31.2 By either party with or without cause, by giving not less than thirty (30) days written notice, delivered by mail or in person to the other party, specifying the date of termination.
  - 31.3 Services under this Agreement is denied, suspended, lapses, expires, or is terminated, effective immediately without notice to the DISTRICT.
  - 31.4 If the DISTRICT fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this will constitute a default. Unless the DISTRICT's default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety.
  - 31.5 The County may immediately terminate this Agreement if it does not obtain funding; or if the funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be written notice to the DISTRICT. The County is not obligated to pay for any services that are provided after notice and effective date of termination. The County must provide the DISTRICT notice of the lack of funding within a reasonable time of the County receiving that notice.
32. The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent will not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
33. DISTRICT will be paid for actual work done to the date of termination. All documents completed by DISTRICT through the date of termination will become the property of the County.

#### **MERGER**

34. It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the DISTRICT and County relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.
35. It is the intent of the parties that all provisions herein shall apply to any county relying upon same as a lead county for purposes of Minnesota Rules 9559.0040.



**SEVERABILITY**

- 36. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

**DEPARTMENT OF HUMAN SERVICES AS THIRD-PARTY BENEFICIARY FOR MENTAL HEALTH CONTRACTS**

- 37. In the event this Agreement is related to mental health services in accordance with Minnesota Statutes, Section 245.466, subdivision 3(1), the Commissioner of the Minnesota Department of Human Services is a third-party beneficiary to this Agreement. The DISTRICT specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the DISTRICT for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County and the DISTRICT. The DISTRICT specifically acknowledges that the County and the Minnesota Department of Human Services are entitled to and may recover from the DISTRICT reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

**NOTICES/COMMUNICATIONS**

- 38. All notices and demands pursuant to this Agreement will be directed in writing to:

**DISTRICT**

John Magas  
Superintendent  
215 N. 1st Avenue East  
Duluth, MN 55802  
218-336-8752  
[john.magas@isd709.org](mailto:john.magas@isd709.org)

**ST. LOUIS COUNTY**

Linnea Mirsch  
Director, PHHS  
320 West Second Street, Suite 6E  
Duluth, MN 55802  
218-726-2097  
[MirschL@stlouiscountymn.gov](mailto:MirschL@stlouiscountymn.gov)

- 38.1 All communication regarding the provision of services pursuant to this Agreement will be directed to:

**DISTRICT**

Tawnyea Lake, PhD, NCSP  
Director of Assessment and Evaluation  
215 North 1<sup>st</sup> Avenue East  
Proctor, MN 55810  
218-336-8700 ext 1027  
[tawnyea.lake@isd709.org](mailto:tawnyea.lake@isd709.org)

**ST. LOUIS COUNTY**

Paula Stocke  
Deputy Director  
201 S 3rd Ave West  
Virginia, MN 55792  
218-471-7178  
[stockep@stlouiscountymn.gov](mailto:stockep@stlouiscountymn.gov)

**OTHER CONDITIONS**

39. Compliance with Laws/Standards: DISTRICT shall abide by all Federal, State, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or the facilities, programs, and staff for which DISTRICT is responsible.
40. In the event this Agreement involves the provision of home and community-based services as defined in Minnesota Statutes chapter 245D, DISTRICT agrees to abide by the Minnesota Olmstead Plan and/or the Olmstead Minnesota Statutes, Chapter 245D which establishes licensing standards that ensure and protect the health, safety and rights of people who receive services. This includes but is not limited to the DISTRICT providing services:
- 40.1 In response to the person's identified needs, interests, preferences, and desired outcomes as specified in the person's plan; and
- 40.2 In a manner consistent with the principles of person-centered service planning and delivery, self-determination and providing the most integrated setting and inclusive service delivery options.
41. Licenses: DISTRICT shall procure, at its own expense, all licenses, permits, or other rights required for the provision of services contemplated by the Agreement. DISTRICT shall inform the County, through its Department, of any changes in the above within five (5) days of occurrence.
42. Minnesota Law to Govern: This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings to this Agreement shall be venued in St. Louis County, Minnesota.

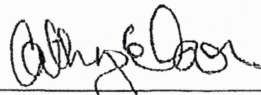
43. By entering into this Contract, the Contractor certifies that the firm, association, corporation, or any person in a controlling capacity is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any government agency; does not have a proposed debarment pending; and has not been indicted, convicted, or has a civil judgment rendered against any person, firm, association, or corporation by a court of competent jurisdiction on any manner involving fraud, or official misconduct within the past three years, pursuant to Federal Regulation 45 CFR 92.35 and Minnesota Statute 16C.03, subd. 2.

#### **FINAL AGREEMENT**

44. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and will supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations either oral or written not herein contained. Any addenda or other material changes to this agreement shall be valid only when expressed in writing and duly signed by the parties.


IN WITNESS WHEREOF, County and DISTRICT agree to be bound by the provisions of this Agreement, said Agreement and performance period being effective from August 1, 2021 through August 31, 2024.

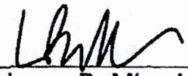
**DISTRICT**

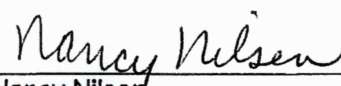
  
\_\_\_\_\_  
Cathy Erickson  
CFO  
Date: 9/23/21

Federal Tax ID #41-6003776

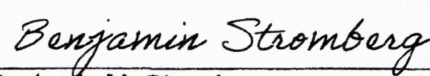
**COUNTY OF ST. LOUIS**

  
\_\_\_\_\_  
Mike Jugovich  
Board Chairperson  
Date: 9-29-21

  
\_\_\_\_\_  
Linnea B. Mirsch  
Public Health & Human Services Director  
Date: 9.28.21

  
\_\_\_\_\_  
Nancy Nilser  
Auditor  
Date: 9/29/21

Approved as to form and execution:

  
\_\_\_\_\_  
Benjamin M. Stromberg  
Assistant County Attorney  
Date: 10/05/2021

PS /ah

## EXHIBIT A Implementing Check & Connect

### Check & Connect mentor coordinator

All implementations of the Check & Connect should have a designated program leader – someone responsible for maintaining intervention integrity. This leader is referred to as a mentor coordinator.

The position has typically been staffed by a licensed professional, either employed by the project or employed in the school district, such as a special education teacher, counselor, juvenile justice coordinator, or school psychologist.

The position has been anchored at the central administration level (e.g., the school district level) rather than at the building level, because of the common co-occurrence of high mobility and dropout rates.

The position is typically .5-1.0 FTE.

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### Job description

The coordinator directs day-to-day implementation, oversees staff development, supports mentors, and supervises Check & Connect activities. The coordinator arranges a predictable schedule so that she/he is at every school/site at least weekly. The coordinator is also available to mentors on an as-needed basis, responding to queries within 12-24 hours, if not sooner.

*The primary functions of the coordinator are described below-*

- » **Recruit and hire mentors.** The coordinator is responsible for recruiting, hiring, and supervising mentors.
- » **Facilitate team meetings for all Check & Connect staff.** Holding regular staff meetings allows the coordinator to review appropriate procedures and practices, share information about useful resources, provide case consultation, clarify mentor roles in relation to other professionals, discuss strategies for communicating with other professionals and families, and maintain fidelity of program implementation. Group meetings typically are held twice a month.
  - *The bi-monthly team meetings allow for a chance to review cases-both successes and challenges. At these meetings, mentors consult with each other and share successful strategies for engaging students. The coordinator reinforces what is and is not the role of the mentor. In this venue, mentors continually learn from one another.*
- » **Visit mentors at each site.** Meeting with mentors individually allows for individualized support for mentors to address specific situations and concerns about students on their caseload.

- » **The coordinator's weekly meeting with each mentor allows the coordinator to address issues that are mentor-specific.** The coordinator recognizes that mentors' knowledge and skill in implementing Check & Connect varies—each mentor has an individualized learning curve. The coordinator fosters fidelity of implementation by problem solving with mentor's one-on-one.
- » **Provide staff development.** The coordinator is responsible for staff development training on Check & Connect procedures and ongoing supervision and training.
  - Staff development, which is provided once per month at the group meeting, allows for ongoing learning opportunities linked to mentor needs.
  - Pairing initial training with ongoing support and technical assistance helps mentors overcome and even avoid many implementation barriers and pitfalls and creates a positive work environment that results in higher quality implementation.
- » **Coordinate the process for student referrals and assigning caseloads to mentors.** Ensure the use of consistent referral criteria and appropriate identification of the population of students to be served.
- » **Coordinate the process for student referrals and assigning caseloads to mentors.** Ensure the use of consistent referral criteria and appropriate identification of the population of students to be served.
- » **Integrate Check & Connect into existing school and district programs and practices.** The coordinator reduces the likelihood of service duplication and helps build rapport and collaboration with building staff. The coordinator is involved in coordination of services to students with other direct service providers (e.g., Check & Connect, special education, probation). The coordinator participates in related district committees, meets with building principals regularly, serves as a liaison with professionals addressing truancy issues, and participates in ad hoc meetings of leaders from other district programs that serve the Check & Connect target population (e.g., county social services, juvenile corrections, community agencies).
- » **Identify Check & Connect students who may be eligible to receive other supplemental services.** The coordinator works with building resource staff to clarify and communicate the differences in various program referral criteria. Check & Connect is not intended to replace special education services for students with disabilities or to replace the staff responsible for complying with truancy laws, such as those whose job is to file petitions. However, school

social workers, counselors, and/or truancy.

- » **Work with new mentor hires.** In the event the mentor must leave their position prematurely, the coordinator works with the newly hired mentor to begin the process of building the student's relationship with their new mentor.
- » **Monitor program implementation with a focus on maintaining fidelity of implementation.** Ensuring the effectiveness of Check & Connect by keeping the intervention aligned with the key components and elements is a critical aspect of the coordinator's role. In other words, it is the coordinator's role to be sure that Check & Connect is implemented as intended- that is, that it is implemented with fidelity.
- » **Coordinate data collection to evaluate the impact of programming.** The coordinator assists mentors with timely and accurate data collection by ensuring that processes are in place for collecting data (e.g., common definitions, collection of the same variables, common timelines for data collection). For example, the coordinator routinely checks with mentors to verify that student progress is being recorded consistently and accurately, such that everyone is using the same operational definitions (e.g., differentiating excused and unexcused absences, in- and out-of-school suspensions). Also, the coordinator may prepare evaluation reports for the School Board, funders, or other stakeholders.
- » **Establish relationships with attendance clerks and procedures for mentors to obtain student data routinely collected by the district.** Typically, the coordinator obtains approval/clearance for Check & Connect staff to access the district's online database and provides computers for mentors to use. If student data are accessible only in hard copy, mentors will need to establish working relationships and logistical routines with the appropriate building staff to get copies of daily attendance rosters and such. School secretaries, attendance clerks, and data managers can be helpful in determining the reliability of the data.
- » **Monitor the nature and frequency of mobility.** Mobility is a common attribute of students with a history of truancy and at-risk for dropout, as well as youth struggling to remain engaged in school. The coordinator must be vigilant about two types of mobility: typical (routine promotion from elementary to middle or junior high school and from middle or junior high school to high school) and atypical (involuntary transfers, expulsions, transfers to specialized schools, frequent family moves). The coordinator helps with the transition to a new mentor within the district if the student moves to a new school. The coordinator communicates with the principal about Check & Connect and the mentor who will follow the student to a different school in the district. If the student moves outside the district, the coordinator communicates with school personnel at the new school, with parent permission.

### **Common tasks of the Check & Connect coordinator**

- » Establish Check & Connect referral procedures with the support of a team of school administrators, teachers, counselors, social workers, and others
- » Identify target students (in collaboration with school personnel).
- » Serve as a liaison among schools, families, and community agencies.
- » Connect mentors with critical school and community resources.
- » Connect with various school- and community-based programs to establish a working relationship and create procedures for involving Check & Connect students.
- » Facilitate staff meetings.
- » Meet weekly with mentors at schools to provide supervision.
- » Provide technical assistance for specific cases.
- » Coordinate collection of evaluation data.
- » Ensure fidelity of implementation
- » Provide ongoing staff development and supervision.
- » Lend legitimacy to the program among school and district staff.

### **Required qualifications**

- » Experience working with children and adolescents, youth agencies, social services, and school systems.
- » Persistence. A belief that all youth have the ability to learn.
- » Ability and willingness to work with families using a non-blaming approach.
- » Advocacy skills, including good communication skills and the ability to negotiate, compromise, and confront conflict.
- » Organizational skills, flexibility, and the ability to work in a variety of settings. The ability to work independently.
- » Knowledge of community and educational resources.



## Check & Connect mentor job description

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### ■ Job description

Check & Connect mentors work directly and collaboratively with a caseload of individual students and their families, school staff, and community service providers to implement strategies that address school success and school completion for students in need of additional support to graduate. Mentors—

- » track target students' levels of engagement, document results, and complete monthly forms and a contact log as a tool to assess absences, trancies, suspensions, and grades/credits earned.
  - » use data from systematic monitoring to design personalized interventions for the student.
  - » work as liaisons to facilitate communication and promote problem solving both at the individual student level and between home and school.
  - » attend varied school-based meetings—e.g., site team meetings, IEP meetings, and other relevant meetings (standards, suspension re-entry meetings). Mentors should have knowledge of community services and be able to refer students to appropriate services when needed.
  - » provide students and families with information and develop agency linkages.
  - » work collaboratively with schools and programs to define and outline roles to improve participation, performance, and success for individual students who are disengaging from school and learning.
- Other responsibilities of mentors include attending staff meetings, facilitating student/family transportation for dropout prevention and school completion related activities, and conducting home visits.

### ■ Job duties

- » Regularly check on target students' attendance, grades, and behavior, provide regular feedback to students, communicate regularly with families, and initiate efforts to keep youth engaged in school.
- » Collaborate with adults already involved with the youth—such as teachers, case managers, counselors, probation officers, and social workers—as well as develop community agency linkages.
- » Communicate regularly with teachers to gather and share information about student progress.
- » Facilitate communication and promote problem solving between home and school. Contact parents via phone, home visits, and email to share information and to develop plans to re-engage students in school and promote school success.
- » Determine and document student progress and mentor efforts on a regular basis (i.e., complete monitoring forms, intake forms, and contact logs).
- » Attend staff meetings and student meetings (e.g., IEP meetings, student support team meetings, suspension re-entry meetings, etc.).
- » Communicate in a timely manner—acknowledge and/or respond to students, families, school personnel, and phone messages and emails within 24 hours.
- » Serve as a positive role model to students, staff, and parents.

### ■ Required qualifications

- » Experience working with children and adolescents, youth agencies, social services, and school systems.
- » Persistence. A belief that all youth have the ability to learn.
- » Ability and willingness to work with families using a non-blaming approach.
- » Advocacy skills, including good communication skills and the ability to negotiate, compromise, and confront conflict.
- » Organizational skills, flexibility, and the ability to work in a variety of settings. The ability to work independently.
- » Knowledge of community and educational resources.

**EXHIBIT B  
BUDGET**

14 Check and Connect Mentors- 4 sites 2021-2024 school years

Wages- \$38,076.00

Benefits- \$21,785.00

**Total Cost \$59,860.91 per mentor per year.**

Total Cost for 14 mentors for 1 year= \$554,848.91

**Total Cost for 14 mentors for 3 years= \$1,620,976.91**

Supplies/ Bus Passes 4 sites 2021-2024 = \$4,000

**Total Budget Requested = \$1,624,977**

**EXHIBIT C  
UNIFORM GUIDANCE**

The award made to your organization by St. Louis County, Minnesota as part of the Check and Connect student reengagement initiative is classified as a federal award and your organization is classified as a subrecipient subject to Uniform Guidance.

Subrecipient Name: ISD 709– Duluth Public Schools

Subrecipient's Unique Identifier: CONTRACT #17220

Federal Award Identification Number: SLFRP1191

Period of Performance: August 1, 2021 through August 31, 2024

Amount of Federal Funds Obligated: \$1,624, 977

Total Amount of Federal Funds committed: \$1,624, 977

Federal awarding agency: U.S Department of Treasury

Pass-through entity: St. Louis County, Minnesota

Pass-through entity awarding official contact: Linnea B. Mirsch

CFDA: 21.027

This award is not R&D.

This award is not eligible for an indirect cost rate.

This award is subject to the requirements imposed by the American Rescue Plan Act and related guidance published by the U.S. Department of Treasury. As a subrecipient, St. Louis County reserves the right to access your organization's records and financial information as necessary for St. Louis County to meet its subrecipient monitoring requirements.

Closeout requirements:



# State of Minnesota

## Joint Powers Agreement

SWIFT Contract Number: 261838

This Joint Powers Agreement (“Agreement”) is between the State of Minnesota, acting through its Commissioner of Department of Education (“State” or “MDE”) and Duluth Public Schools ISD #709 (“Governmental Unit”). The State and Governmental Unit may be referred to jointly as “Parties.”

### Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of K-12 arts educators to engage in locally designed pilot action initiatives to address inequities in arts education curriculum, practices, and policies as identified through the Culturally Responsive Arts Education (“CRAE”) Arts Equity Audit.

### Agreement

#### 1. Term of Agreement

- 1.1 Effective Date: Upon execution, the final date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2.
- 1.2 Expiration Date: September 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Agreement between the Parties

Independent School District (“ISD”) 709, who is not a State employee, will provide four (4) staff personnel in two (2) different teams to serve as Culturally Responsive Arts Education (“CRAE”) Cohort Members. The CRAE Cohort Members will perform the following duties:

- 2.1 CRAE Cohort Member(s), or their successor(s), for this district are listed below in their corresponding teams. MDE must be notified in writing and must approve of staff changes prior to any CRAE Cohort Member being changed and/or replaced.
  - 2.1.1 Duluth Elementary Team is comprised of:
    - 2.1.1.1 Christina Boynton at Homecroft and Chester Creek Elementary Schools
    - 2.1.1.2 Rosslyn Kendrick at Laura McArthur Elementary School
  - 2.1.2 Duluth Secondary Team is comprised of:
    - 2.1.2.1 Debra Hannu at Ordean Middle School
    - 2.1.2.2 Emily Youmans at East High School

2.2 The four (4) CRAE Cohort Members will implement, monitor, and assess the Pilot Action Initiative (“PAI”) plans within their respective Team that are attached and incorporated into this Agreement as Exhibit A to address the following outcomes that were identified during the district’s CRAE Arts Equity Audit:

2.2.1 Duluth Elementary Team outcomes are:

- 2.2.1.1 Elementary art educators will create a more personalized art education experience for all students to express their voice.
- 2.2.1.2 The elementary arts curriculum will balance the learning outcomes of creating, responding, presenting, and connecting to increase student belonging.
- 2.2.1.3 Elementary art students’ artistic vocabulary will increase using digital resources for student reflection in the arts classrooms.

2.2.2 Duluth Secondary Team outcomes are:

- 2.2.2.1 Secondary arts educators will have a new and sustainable foundation for integrating diverse perspectives into their curriculum and instruction.
- 2.2.2.2 Secondary arts student will be able to recognize and respond to the world with an awareness of their own personal culture.
- 2.2.2.3 Secondary art students across the district will be able to share their own culture identities and learning with their communities.

2.3 CRAE Cohort Members will be responsible for implementing all action steps outlined in their respective Team’s PAI including, but is not limited to procuring items and/or services (such as materials, vendors, facilitators/artists), timelines, and budgets in accordance with district policies and procedures.

2.4 Funding will only be used to support the completion of the outcomes and action steps identified in this district’s Team PAIs that includes but are not limited to purchasing materials, teacher extended time, substitute teacher reimbursement, guest artists, professional development facilitators, professional development training/conferences, and other identified supports. Funding cannot be used to supplement teacher FTE or capital projects. Any adjustments to any PAI will need to be approved in writing by an MDE Arts & Equity Specialist *before expenses are incurred*. MDE will determine whether this Agreement needs to be amended due to PAI changes.

2.5 Each CRAE Cohort Member will meet for approximately one (1) hour monthly with MDE Arts & Equity Specialists to provide progress updates on action steps, timeline, and budget. The monthly meetings can be in-person or virtual as mutually agreed upon between the MDE Arts & Equity Specialist(s) and the Governmental Unit. MDE will provide the meeting platform if meeting virtually. Each CRAE Cohort Member should schedule this time with the MDE Authorized Representative, Nora Schull, through her Microsoft booking calendar.

2.6 Each CRAE Cohort Member will attend three (3) MDE provided in-person professional development trainings. Additional information such as the location and training duration will be provided as MDE

finalizes these trainings. It is anticipated for these trainings to be held in January, April and June in calendar year 2025.

2.7 Each CRAE Cohort Member will provide a mid-year evaluation report on action steps, timeline, and budget. MDE will provide the mid-year evaluation report template that should be completed and returned to MDE no later than February 28, 2025.

2.8 Any materials developed under this Agreement will be shared with MDE before the Agreement expiration date.

2.8.1 MDE may use the materials developed under this Agreement as a resource library. Any materials MDE will use as a resource may be updated by MDE to meet Accessibility Standards under clause 12 before any materials are incorporated into a resource library. The parties acknowledge and agree that MDE's use and/or modification of Governmental Unit's materials is permitted under the license granted in clause 16.2 of this Agreement.

2.9 Each Cohort Member will submit a final evaluation report using the MDE provided final evaluation template for each PAI to MDE and any materials generated under this Agreement within two weeks of the Agreement expiration date. MDE will ensure each final evaluation report meets accessibility standards.

2.10 The Governmental Unit will not be responsible for meeting Accessibility Standards under clause 12.

All work needs to be completed on or before September 30, 2025.

Minnesota Department of Education ("MDE") will perform the following duties:

2.11 An MDE Arts & Equity Specialist will provide technical assistance to each CRAE Cohort Member throughout the duration of the Pilot Action Initiative implementation.

2.12 An MDE Arts & Equity Specialist will provide each CRAE Cohort Member support through monthly coaching meetings and professional development throughout the duration of each Pilot Action Initiative.

2.13 An MDE Arts & Equity Specialist will provide each CRAE Cohort Member with a mid-year and end of year evaluation report template that must each be completed by the district for each PAI.

### **3. Consideration and Payment**

3.1 Consideration. The State will pay for performance by the Governmental Unit under this Agreement as follows:

3.1.1 Compensation. The Governmental Unit will be paid based on services rendered during the invoiced timeline following the budget under Exhibit A. The Duluth Elementary Team has an amount not to exceed \$73,203.00 for services. The Duluth Secondary Team has an amount not to exceed \$28,997.00 for services.

3.1.2 Total Obligation. The total obligation of the State for all compensation and reimbursements to the Governmental Unit under this Agreement will not exceed \$102,200.00.

### 3.2 Payment.

3.2.1 Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices should be submitted timely and according to the following invoice timeline.

The Governmental Unit should submit three (3) invoices upon completion of the services under Clause 2 *Agreement between the Parties* and Exhibit A. Invoice timeline is as follows:

- First invoice is for services rendered from the Agreement execution date through March 31, 2025.
- Second invoice is for services rendered from April 1, 2025 through June 30, 2025.
- Third invoice is for services rendered from July 1, 2025 through September 30, 2025.

Invoices for services successfully rendered are due no later than three (3) weeks after each invoice timeline has ended to: [MDE Accounts Payable Department](mailto:MDE.AccountsPayable@state.mn.us) (MDE.AccountsPayable@state.mn.us).

The preferred method of obtaining an invoice from a Governmental Unit is by email. The subject line of the email with the invoice attached should contain the MDE's Authorized Representative's name and Agreement/Contract number.

Each invoice should include the following information:

- MDE's Authorized Representative's name;
- The SWIFT Agreement/Contract number;
- Dates of service with the itemized corresponding amount; and
- An itemized description of services performed.

***Should an invoice need to be submitted via U.S. Mail, please use the following address:***

Minnesota Department of Education  
Attn: Accounts Payable Department  
400 NE Stinson Blvd.  
Minneapolis, MN 55413

3.2.2 Conditions of payment. All services delivered by the Governmental Unit under this Agreement must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Governmental Unit will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

#### **4. Authorized Representatives**

The State's Authorized Representative is Nora Schull, Arts & Equity Specialist, 400 NE Stinson Blvd., Minneapolis, MN 55413, 651-582-8585, or her successor.

The Governmental Unit's Authorized Representative is John Magas, Superintendent, 709 Portia Johnson Drive, Duluth, MN 55811, 218-336-8752, or their successor.

#### **5. Assignment, Amendments, Waiver, and Contract Complete.**

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

#### **6. Indemnification.**

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

#### **7. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor,



or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

#### **8. Government Data Practices.**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

#### **9. Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### **10. Termination**

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

#### **11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request.

#### **12. Accessibility Standards**

The State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.1 (Level

AA) and Section 508 which can be viewed at: <https://mn.gov/mnit/government/policies/accessibility/>. The standard related to accessible documents can be viewed at: [Expectations for Accessible Documents \(Updated May 2024\) \(mn.gov\)](#).

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Agreement, the Governmental Unit agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Governmental Unit agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Agreement, the Governmental Unit agrees to document how the changes will impact and/or improve the product's/service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Governmental Unit. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Governmental Unit in default.

- a. For additional information on how to make your documents accessible please visit the following link [Accessible Electronic Documents / Minnesota IT Services \(mn.gov\)](#) (<https://mn.gov/mnit/about-mnit/accessibility/electronic-documents/>).
- b. Contact the [Communications Office](#) ([mde.communications@state.mn.us](mailto:mde.communications@state.mn.us)) for specific guidance on creating content that meets our accessibility requirements.
- c. For questions regarding the accessibility of software, websites or applications, contact [Kim Wee](#) ([kim.wee@state.mn.us](mailto:kim.wee@state.mn.us)).

### 13. Publications or Other Content Intended for Dissemination

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- a. Use only print-quality department logo. Request a copy from the MDE [Communications Office](#) ([mde.communications@state.mn.us](mailto:mde.communications@state.mn.us)).
- b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
- c. Video content must be open or closed captioned. If video does not have narration or conversation, audio descriptions must be used. Audio descriptions help users with visual disabilities perceive content that is presented only visually and are necessary for WCAG 2 Level AA conformance.
- d. Copy must be free of typographical and grammatical errors.
- e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
- f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
- g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the Governmental Unit must also provide the Word or PowerPoint file.

- h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.
- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

#### 14. Plain Language

Governmental Unit must provide all deliverables in "Plain Language." Executive Order 19-29 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 19-29, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, the Governmental Unit will take the following steps in the deliverables:

- a. Use language commonly understood by the public;
- b. Write in short and complete sentences;
- c. Present information in a format that is easy to find and easy to understand; and,
- d. Clearly state directions and deadlines to the audience.

Learn more about how to meet this requirement at [Plain Language & Accessibility \(https://mn.gov/mnit/media/blog/?id=38-614411\)](https://mn.gov/mnit/media/blog/?id=38-614411) and [PlainLanguage.gov](https://www.plainlanguage.gov).

#### 15. Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemics, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

#### 16. Intellectual Property Rights.

16.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

- 16.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Governmental Unit, its employees, agents, or subcontractors, in the performance of this Agreement.
- 16.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Agreement, and any derivatives of that intellectual property.
- 16.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Governmental Unit, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. "Works" includes Documents.

- 16.2 Ownership and License for Contract Work. The Governmental Unit owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Governmental Unit grants the State a perpetual, irrevocable, non-exclusive, royalty free license for the Works and Documents created and paid for under this Contract.
- 16.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Governmental Unit grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Governmental Unit's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Agreement.
- 16.4 Indemnification. Notwithstanding any other indemnification obligations addressed within this Agreement, the Governmental Unit will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Governmental Unit's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Governmental Unit will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Governmental Unit's or the State's opinion is likely to arise, the Governmental Unit must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

*Signature page to follow*

**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

SWIFT Contract No. 261838

**2. Governmental Unit**

Print Name: Simone Zunich \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Exec. Dir. of Finance and Business Services Date: \_\_\_\_\_

**3. Minnesota Department of Education (MDE)**

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Admin ID: \_\_\_\_\_

*Signature page to Joint Powers Agreement #261838 (MDE FY25 SharePoint ID #277)*

**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print Name: Thuy Phan

Signed by: Thuy Phan  
Signature: 2997B36D4480449...

Title: Encumbrance Officer Date: 12/23/2024

SWIFT Contract No. 261838

**3. Minnesota Department of Education (MDE)**

*With delegated authority*

Print Name: Pamela J. Schneider

Signed by: Pamela J. Schneider  
Signature: 2A84DCCA1ED447D...

Title: Accounting Operations Mgr. Date: 12/23/2024

**2. Governmental Unit**

Print Name: Simone Zunich

Signed by: Simone Zunich  
Signature: 542B3201FC48487...

Title: Exec. Dir. of Finance and Business Services Date: 12/23/2024

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: Sherry Van Horn

DocuSigned by: Sherry Van Horn  
Signature: 39BE997DB28140C...

Title: Contracts Specialist Date: 12/26/2024

Admin ID: 93502

*Signature page to Joint Powers Agreement #261838 (MDE FY25 SharePoint ID #277)*

### **Exhibit A – Pilot Action Initiative (“PAI”)**

The PAI Action steps for implementation for the Duluth Elementary Team for this district may include but are not limited to:

<b>Duluth Elementary Team - Action Steps</b>	
<b>Outcome 1:</b>	Elementary art educators will create a more personalized art education experience for all students to express their voice.
<b>Action Steps:</b>	<b>Estimated Timeline</b>
1.a Teachers will develop curriculum on the use of personal sketchbooks that will provide time for student reflection, practice, and planning.	After Agreement execution date to be done through Winter 2025
1.b Teachers will identify and purchase devices to support the collection of student reflection videos and digital portfolios. Teachers will develop curricular resources to support the use of devices in the elementary arts classroom.	After Agreement execution date to be done ongoing throughout the 2024-2025 school year.
1.c Teachers will identify and host an artist for in class residencies on finding/amplifying student voice. A minimum of one (1) artist residency should be conducted once during the 2024-2025 school year for each of the eight (8) elementary schools. The same artist may be used for the artist residency at different elementary schools depending on the artist’s availability.	After Agreement execution date to be done once during the 2024-2025 school year.
<b>Outcome 2:</b>	The elementary arts curriculum will balance the learning outcomes of creating, responding, presenting, and connecting to increase student belonging.
<b>Action Steps:</b>	<b>Estimated Timeline</b>
2.a Teacher will identify and purchase art displays for presenting student work at each elementary school.	After Agreement execution date to be done through Winter 2025

<p>2.b Teachers will identify a minimum of one (1) artists/facilitators and host a minimum of one (1) professional learnings twice during the 2024-2025 school year for elementary arts educators on cultural diversity.</p>	<p>After Agreement execution date to be done two (2) times during the 2024-2025 school year.</p>
<p>2.c Teachers will identify and purchase curricular resources to support anti-racist arts curriculum development for all elementary arts teachers.</p>	<p>After Agreement execution date to be done ongoing through the 2024-2025 school year.</p>
<p><b>Outcome 3:</b></p>	<p>Elementary art students’ artistic vocabulary will increase using digital resources for student reflection in the arts classrooms.</p>
<p><b>Action Steps:</b></p>	<p><b>Estimated Timeline</b></p>
<p>3a. Teachers will develop resources and supports for students to reflect and show case their artwork through digital portfolios.</p>	<p>After Agreement execution date to be done through Winter 2025</p>
<p>3.b Teachers will develop a minimum of one (1) opportunity (i.e. an art show or display) for students to share and talk about their work with the community.</p>	<p>After Agreement execution date to be done ongoing throughout the 2024-2025 school year.</p>
<p>3.c Teachers will support students in the development of writing artist statements to accompany their digital portfolios and a minimum of one (1) in-person community art shows.</p>	<p>After Agreement execution date to be done ongoing throughout the 2024-2025 school year.</p>
<p>CRAE Cohort Members will be available from July 1, 2025 through Sept. 30, 2025 to assist MDE with follow up questions.</p>	<p>July 1, 2025 through September 30, 2025</p>



**Budget for the Duluth Elementary Team’s portion of the CRAE project**

PROJECT BUDGET			
<b>Project Team:</b>	Elementary Team		
<b>City/Region:</b>	Duluth		
<b>School District Name(s):</b>	Duluth Public Schools		
<b>Schools(s):</b>	Stowe, Piedmont, Lakewood, Congdon, Laura MacArthur, Lowell, Homecroft, Lester Park, Meyers-Wilkins		
	Budget Request		
Services:	Rate	Quantity	Cost
Diversity, Equity, Inclusion ("DEI") Workshop			\$500.00
Sub costs to attend DEI Workshop	\$ 160.00	8 teachers	\$1,280.00
Artist Residencies (1 per Elementary teacher)		8 teachers	\$19,200.00
Screenflex display panels 6' x 20'	\$ 1,949.00	15	\$29,235.00
Lenovo Ideapad Duet 5 Chromebook	\$ 369.00	36	\$13,284.00
Covers for Chromebooks	\$ 20.00	36	\$720.00
Soft foam relief plates - looking for an environmentally	\$ 153.00	9	\$1,377.00
Book - Anti racist art activities for kids	\$ 19.07	9	\$171.63
Webcams to use with Smartboard for virtual artist visits	\$ 150.00	9	\$1,350.00
3' x 5" Gelli plates (24 classpack)	\$ 210.00	10	\$2,100.00
Art Show Materials (food, advertising, clips, etc)			\$2,705.37
Curriculum work time - 1 day per teacher, Sub Reimbursement	\$ 160.00	8	\$1,280.00
		<b>Total Services</b>	<b>\$73,203.00</b>
Travel:	Rate	Qty.	Cost
		<b>Total Travel</b>	<b>\$0.00</b>
		<b>Total Expenses:</b>	<b>\$73,203.00</b>

Variations between proposed and actual hours are allowed so long as the total amount for Services does not exceed **\$73,203.00**.

The PAI Action steps for implementation for the Duluth Secondary Team for this district may include but are not limited to:

Duluth Secondary Team - Action Steps	
<b>Outcome 1:</b>	Secondary arts educators will have a new and sustainable foundation for integrating diverse perspectives into their curriculum and instruction.
<b>Action Steps:</b>	<b>Estimated Timeline</b>
1.a Teachers will identify, schedule, and host a minimum of one (1) professional learning to be conducted two (2) times during the 2024-2025 school year for secondary arts educators on cultural diversity.	After Agreement execution date to be done two (2) times during the 2024-2025 school year
1.b Teachers will develop and lead secondary arts educators through a: <ul style="list-style-type: none"> <li>• curriculum audit,</li> <li>• self-audit,</li> <li>• culture audit, and</li> <li>• climate audit.</li> </ul>	After Agreement execution date to be done through Winter 2025
1.c Teachers will develop and provide specific media arts training highlighting a variety of diverse media artists.	After Agreement execution date to be done during Winter 2025
1.d Teachers will review and evaluate current arts curriculum for diversity and will develop a plan to address any gaps in the curriculum.	After Agreement execution date to be done through Winter 2025
<b>Outcome 2:</b>	Secondary arts student will be able to recognize and respond to the world with an awareness of their own personal culture.

<b>Action Steps:</b>	<b>Estimated Timeline</b>
2.a Teachers will identify a variety of diverse artists and resources in the local community and beyond.	After Agreement execution date to be done during Winter 2024
2.b Teachers will host/connect various local artists and/or artists outside of Minnesota with students via residencies, fieldtrips, or other curated experiences.	After Agreement execution date to be done through Winter 2025
2.c Teachers will develop curriculum around the artist experiences focused on personal cultural identity and the awareness of the world.	After Agreement execution date to be done ongoing throughout the 2024-2025 school year.
2.d Teachers will utilize existing and identified new resources and materials to intentionally explore themes of equity, identity, diversity in art making processes.	After Agreement execution date to be done ongoing throughout the 2024-2025 school year.
<b>Outcome 3:</b>	Secondary art students across the district will be able to share their own culture identities and learning with their communities.
<b>Action Steps:</b>	<b>Estimated Timeline</b>
3.a Teachers will continue to learn and develop opportunities for students to reflect on diversity, equity, and identity into their current and new curriculum.	After Agreement execution date to be done ongoing throughout the 2024-2025 school year.
3.b Teachers will identify and develop opportunities for students to respond to and engage in art making utilizing a variety of mediums.	After Agreement execution date to be done ongoing throughout the 2024-2025 school year.

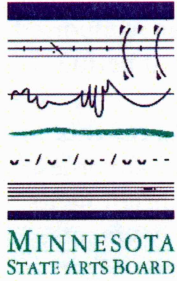
3.c Teachers will identify community spaces and host a minimum of one (1) art show for students to display their artwork for the community.	Spring 2025
3.d Teachers will create a minimum of one (1) activity for the community to engage with the student artwork at the art show in step 3c.	Spring 2025
CRAE Cohort Member will be available from July 1, 2025 through Sept. 30, 2025 to assist MDE with follow up questions.	July 1, 2025 through September 30, 2025

**Budget for the Duluth Secondary Team’s portion of the CRAE project**

PROJECT BUDGET			
<b>Project Team:</b>	Secondary Team		
<b>City/Region:</b>	Duluth		
<b>School District Name(s):</b>	Duluth Public Schools		
<b>Schools(s):</b>	Ordean East MS, Lincoln Park MS, Denfeld HS, East HS, Alternative HS		
	Budget Request		
Services:	Rate	Quantity	Cost
Diversity Training for Secondary Arts Educators			\$300.00
Secondary Arts Educators Curriculum Training	\$ 160.00	16	\$2,560.00
MS Lenova Idea Pad tablets, with Google education package (\$45)	\$ 550.00	9	\$4,950.00
Tablet cases	\$ 25.00	9	\$225.00
Canon Video Cams for MS, with SD card and Rode mic	\$ 900.00	9	\$8,100.00
Stand Alone Monitors for Displaying Digital Artwork	\$ 206.00	2	\$412.00
MS, HS Frames, 12x18, with mats	\$ 20.00	10	\$200.00
HS (split) Adobe Creative Suite for Photo & Cinema classes	\$ 2,500.00	1	\$2,500.00
Field Trip / Artist Visits			\$1,800.00
MS-HS - Food for artist events.meetings			\$600.00
MS - HS -transportation for visiting artists or field trips			\$2,500.00
6-12 Media Arts staff Arts Training			\$4,850.00
		<b>Total Services</b>	<b>\$28,997.00</b>
Travel:	Rate	Qty.	Cost
		<b>Total Travel</b>	<b>\$0</b>
		<b>Total Expenses:</b>	<b>\$28,997</b>

Variations between proposed and actual hours are allowed so long as the total amount for Services does not exceed **\$28,997.00**.

Grand total for this Agreement is not to exceed **\$102,200.00**.



## MINNESOTA STATE ARTS BOARD NOTICE OF GRANT AWARD

**Grantee** Denfeld High School  
**Grant Program** Arts Education  
**Grant Number** 166445  
**Grant Amount** \$8,000

Congratulations! The Minnesota State Arts Board has awarded you a FY 2025 Arts Education grant.

Your grant contract is attached. Please take time to read it carefully. If you have questions about any terms in the contract, please contact the Arts Board or consult your legal counsel.

**Sign and return the contract:** When you've read and understand the limits and requirements of the grant, please sign the last page with a digital DocuSign signature. **The Arts Board cannot make payments, and you may not spend grant funds or charge expenses to the grant, until the contract is signed by all parties or the grant period start date, whichever is later.**

The following steps are instructions for how to complete your DocuSign signature:

1. For individuals, the individual who will receive the grant should sign the contract.
2. For organizations, the organization's primary contact person will be sent an email message to obtain the authorizing official's signature.
3. If the email recipient is not the person authorized to sign the contract, they will be asked to forward the DocuSign email to the appropriate authorizing official so they can sign the contract.

**The individual grantee or authorizing official should follow the steps as outlined below:**

1. Read through this notice of award and the grant contract that follows.
2. The final page of the contract is a signature page. Please sign in the appropriate Grantee signature block.
3. For organizations, the authorizing official should sign their legal name, not the name of the organization, in the signature block. If you have trouble signing with your legal name, please do not sign; instead contact the Grants Office at [GrantsOffice.MSAB@state.mn.us](mailto:GrantsOffice.MSAB@state.mn.us) for assistance.
4. Once signed, click "Finish" at the bottom of the final page to complete the signing process.

Once all signatures have been obtained, your organization's primary contact person will receive another email message from DocuSign with a copy of the completed contract. An electronic copy of your contract will also be attached to your WebGrants file so it will be available whenever you need to refer to it.

It's important that you understand and adhere to all parts of the contract. The following sections are called out only because they are some of the most frequently asked contract questions.

- **Refer to Section C: Term of grant contract to find the beginning and end dates of the grant period.** The grant period will begin on the effective date listed in this section or on the date that all required parties have signed the contract, whichever is later. All grant supported activities must take place, and all grant funds must be expended, within the grant period.
- **Refer to Section D: Consideration and payment to find the payment schedule for this grant.** The payment schedule includes dates and dollar amounts. Grants of \$25,000 or less will be paid in one installment. Grants larger than \$25,000 will be paid in two installments. The dates in the grant contract are the dates that the Arts Board will authorize payments. You can expect to receive the payment approximately three weeks after the authorization date.
- **Refer to Section E: Allowable use to find information about how grant funds may be used.** Please note that these grant funds may only be used for activities that take place in Minnesota.
- **Refer to Section F: Amendments for information on making changes to your grant project.** If you need to make significant changes in the activities or expenses you proposed in your application, please contact us and we can discuss a potential contract amendment.
- **Refer to Section H: Acknowledgment for acknowledgment language, logos, and requirements.** Your grant is made possible by the citizens of Minnesota through appropriations from the Minnesota State Legislature. It's vital that Minnesotans understand how their tax dollars are being used and it's vital that legislators see evidence of the impact tax dollars are having throughout the state. Refer to this section to ensure that you use proper language and logos when acknowledging Arts Board support. Please take a moment now to share this information with your communications and marketing staff and underscore with them the importance of proper acknowledgement. The Arts Board may impose consequences if grants are not properly acknowledged.
- **Refer to Section I: Final report to find the due date for your final report.** The Arts Board will provide a report form for you to use. You'll need to describe how you used the funds and what impact they had on the individuals and communities you served. You'll also need to document the expenses that you charged to the grant.

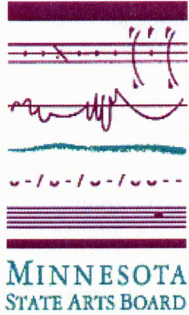
Public dollars belong to, and must benefit, the public. It is crucial that your participants understand how this funding makes the arts experiences you offer possible. Use your ongoing communication vehicles and your media outlets to share stories of how your work is enriching and transforming lives. It is also crucial that public officials understand the impact their investments are having. **Please take a minute today to send a letter to your state legislators, thanking them for their support of arts funding.** Help them understand how state grant dollars benefit Minnesota citizens in your area and find ways to keep them informed about your activities throughout the grant period. Here is a link to help you locate your district's elected officials:  
<http://www.gis.leg.mn/OpenLayers/districts/>.

**If you have questions.** Contact the following program officer if you have questions about your grant, the terms of this grant contract, or your reporting requirements.

Jenny Dodgson

Phone (651) 539-2672 | Toll-free (800) 866-2787 | Email [ArtsEducation@arts.state.mn.us](mailto:ArtsEducation@arts.state.mn.us)

Thank you for all you are doing to keep the arts present in the lives of Minnesota residents and communities!



**Minnesota State Arts Board**  
540 Fairview Avenue North, Suite 304  
Saint Paul, MN 55104  
(651) 539-2650 | (800) 866-2787

**FISCAL YEAR 2025  
ARTS EDUCATION**

Grant Number 166445

**This grant contract** is between the State of Minnesota, acting through its Board of the Arts (referred to as the "Board"), and Denfeld High School, Independent School District 709 (referred to as the "Grantee").

Whereas, Minnesota Statutes 2024, section 129D.04, authorizes the Board to distribute grants, loans, and other forms of assistance for artistic activities; and

Whereas, the Minnesota State Legislature appropriated \$50,534,000 from the State's arts and cultural heritage fund to the Minnesota State Arts Board for fiscal year 2025 grant programs and services (Minnesota Session Laws, 2023 regular session, chapter 40, article 4, section 2, subdivision 3; Minnesota Session Laws, 2024 regular session, chapter 106, article 4, section 2, subdivision 3); and

Whereas, the Minnesota State Legislature appropriated \$7,787,000 from the State's general fund to the Minnesota State Arts Board for fiscal year 2025 grant programs and services (Minnesota Session Laws, 2023 regular session, chapter 62, article 1, section 25, subdivision 1); and

Whereas, the United States Congress, acting through the National Endowment for the Arts, has awarded \$1,060,600 to the Minnesota State Arts Board for fiscal year 2025 for arts programs and priorities in Minnesota; and

Whereas the Board has instituted a pilot grant program, Arts Education, and has selected the applicant as a Grantee in that program;

Therefore, the Board agrees to award to the Grantee a fiscal year 2025 Arts Education grant in support of eligible costs as described in the Grantee's Application; and

The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the Board. Pursuant to Minnesota Statutes §16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Therefore, the Board and Grantee agree to the following terms and conditions, and further agree that Grantee's failure to comply with any of the requirements of this contract may jeopardize its eligibility to apply for or receive future Arts Board grants.

**A. PURPOSE**

The purpose of this grant program is to help Minnesotans develop personal relationships with an art form(s) by supporting learning experiences for individuals of all ages and abilities. Project grant funds may be used for age-appropriate classes, workshops, camps, after-school programs, online education programs, community arts education, school residences or partnerships, etc.

**B. DEFINITIONS**

For the purpose of this grant contract the following terms shall have the meanings given to them.

"Arts and cultural heritage fund" means the special fund, created by the Minnesota Constitution, article XI, section 15, proceeds of which may be spent only for arts, arts education, and arts access and to preserve Minnesota's history and cultural heritage.

Initial DS  
JN GO



“Artist” means an individual artist, cultural bearer, or arts organization that will be providing the art experience and whose name is listed in the application.

“Authorizing official” means the individual delegated authority to enter into contracts and accept grants for the Grantee's organization (e.g. president or comparable officer, executive director, board chair).

“Primary contact person” means the individual with delegated authority to act for the Grantee's organization on grant activity matters such as signing off on final reports and routine contact with the Board.

“Application” means the official set of forms supplied by the Board and submitted by the Grantee, including any required attachments, which is stored in WebGrants and incorporated into this contract. To open the Application, select Login to WebGrants from the front page of the Board's Web site at <http://www.arts.state.mn.us/>, enter log in information, select My Grants and the title of the grant that matches grant number listed on page one of this grant contract.

“Event” means a performance, exhibition, screening, workshop, class, or any other activity intended for an audience or group of participants.

**C. TERM OF GRANT CONTRACT**

**Effective date:** This grant contract shall take effect on January 1, 2025, or the date the Board obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. Per Minnesota Statute §16B.98, subdivision 7, no payments will be made to the Grantee until this grant contract is fully executed.

The Grantee must not begin work, and may not expend any grant funds, under this grant contract until the effective date of this grant contract and the Board has notified the Grantee that work may commence.

**Expiration date:** This grant contract shall end on December 31, 2025, or the date that all obligations have been satisfactorily fulfilled, whichever occurs first.

All eligible costs must be incurred between the effective date and the expiration date of the grant contract.

**D. CONSIDERATION AND PAYMENT**

The State will pay for services performed by the Grantee under this grant contract as outlined below.

The total obligation of the State for all compensation to the Grantee under this grant contract will not exceed \$8,000.

Grant contracts that are fully executed and are \$25,000 or less will be payable in full on January 20, 2025.

Grant contracts that are fully executed and greater than \$25,000 will be payable in two installments as follows:

- 95 percent of the total grant will be payable on January 20, 2025.
- The final 5 percent will be payable upon the Board's receipt and approval of the Grantee's final report.

Allow three weeks after these dates for receipt of scheduled payments.

The Grantee agrees to return to the Board all funds not spent at the end of the grant period.

The Board advances payments on all grants. The justification for making advance payment is as follows: The Board uses a stringent, competitive review process to determine which organizations to fund; this process ensures that there will be no substantial losses to the State. The agency has had a long-standing tradition of advancing payments to Grantees. Advance payments ensure that activities can begin immediately upon grant contract execution, therefore increasing the amount of time the Grantee has for successful completion of grant outcomes. Advance payments reduce the financial burden a Grantee might suffer waiting for the State to process reimbursements. A rigorous, citizen-driven review process and a practice of making advance payments enable the Board to make the most efficient use of its administrative resources.

**Federal Funds**

If no federal grant number, CFDA number, and federal fund amount are listed in this section then no federal funds were used to fund this grant contract. Payments under this grant contract will be made from federal funds obtained by the Board from the National Endowment for the Arts, awarded June 4, 2024, to support partnership agreement activities, federal grant number \_\_, and CFDA number \_\_. The amount of federal funds included in this grant contract is \$0. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

**E. THE GRANT ACTIVITIES AND USE OF GRANT FUNDS**

The Grantee shall use the funds received under this grant contract only for the eligible costs described in the Grantee's approved Application and agrees that the funds received from the Board shall not be used to support any of the following purposes:

1. To support activities in which artists are required to pay excessive artist entry or exhibition fees;
2. To pay debts incurred before the grant period begins;
3. To support activities which are essentially for the religious socialization of the participants or audience;
4. To support activities in primary or secondary level parochial schools;
5. To pay for capital costs, such as improvements, construction, property, or equipment costing \$5,000 or more;
6. To pay bad debts or contingency funds, fines and penalties, interest and other financial costs, or the under-recovery of costs from one grant contract charged to other grant contracts;
7. To start, match, add to, or complete any type of capital campaign (such as endowment, debt retirement, or building campaign);
8. To make political contributions or donations, pay lobbyists' fees, to cover entertainment costs, or to support activities that attempt to influence any state or federal legislation or appropriation;
9. To support activities taking place after the end of the grant period;
10. To support an event that is not open to the general public or an event that does not establish admission charges when feasible;
11. To support projects, programs, or activities that take place outside the state of Minnesota.

The Grantee agrees that all of the following are true:

1. The Grantee has no overdue reporting requirements as specified in a previous contract with the Board.
2. The Grantee is in compliance with any additional active contract with the Board.
3. If the Grantee is an individual,
  - a. the Grantee is an artist working in dance, media arts, music, photography, poetry, prose, theater, or two- and three-dimensional visual art;
  - or-
  - the Grantee is a culture bearer who has been trained by traditional elders or master artists and whose artistic practice is reflective of the cultural life of a community.
  - b. the Grantee is a professional artist, at least 18 years of age, a current Minnesota resident for a minimum of six months who will remain a resident throughout the contract period, and a United States citizen or individual who has attained permanent resident status.

In addition to the above conditions, the Grantee agrees that the arts and cultural heritage funds shall be used to:

1. Supplement and not substitute for traditional sources of funding. The Arts Board defines "traditional sources" as funds received from the State of Minnesota's general fund or capital investment budget.
2. Support projects, programs, or activities that have measurable outcomes, and a plan for measuring and evaluating the results.
3. Support only those administrative, indirect, or institutional overhead costs that are directly related to and necessary for carrying out Grantee's projects, programs, or activities that are supported by arts and cultural heritage fund dollars.

Arts and cultural heritage funds may not be spent on administrative, indirect, or institutional overhead costs unless they are directly related to and necessary for Grantee's projects, programs, or activities that are supported by arts and cultural heritage fund dollars.

**F. AMENDMENTS**

Amendments to this grant contract shall be in writing using the contract amendment form available from the Board and shall not be effective until it has been executed and approved by the same parties who made the original contract, or their authorized successors or designees. The Grantee agrees to submit any request to amend the contract to the Board during the term of the contract (see section C. Term of Grant Contract), and not later than 30 days prior to making any desired changes in the contract activities. Changes that will significantly alter proposed activities or budget must be submitted and approved in advance.

**G. NOTIFICATION AND CHANGES REQUIRING PRIOR APPROVAL**

The Grantee agrees to notify the Board, in writing, immediately of any change in the primary contact person or authorizing official, address, e-mail, or phone numbers relative to this grant contract.

**H. ACKNOWLEDGMENT**

Grantee must acknowledge this Minnesota State Arts Board grant. Publications, printed programs, or other graphic material related to activities supported must use the Arts Board and Minnesota legacy logos, and the following credit line:

*This activity is made possible by the voters of Minnesota through a grant from the Minnesota State Arts Board, thanks to a legislative appropriation from the arts and cultural heritage fund.*

Using the Arts Board and Minnesota legacy logos are required, however using the logos alone is not sufficient to meet this requirement; the text must also be included. Digital files for the required logos can be downloaded from the Board's Web site at <http://www.arts.state.mn.us/grants/support.htm>.

Oral acknowledgment should be given at any event for which there is no printed program, and in interviews with the media.

**I. FINAL REPORT**

The Grantee agrees to report to the Board using the final report form, supplied by the Board, and submit one sample acknowledgment, as described in section H of this grant contract, by January 30, 2026. If that date falls on a weekend or holiday, the final report is due on the next business day. Grantee will be expected to report on activities that were supported and outcomes that were achieved as a result of this grant, and shall account for all funds awarded through this grant contract.

The Grantee agrees to return to the Board all funds not spent on the activities for which these funds were awarded within 30 days of the end of the grant period.

These obligations survive the expiration date of this grant contract.

**J. RECORDKEEPING, AUDITS, AND MAINTENANCE OF RECORDS**

The Grantee agrees to abide by the financial record keeping standards that require the Grantee to:

1. Provide for accurate, current, and complete disclosure of the financial results of the grant activities in accordance with Board reporting requirements;
2. Maintain records that identify adequately the source and application of funds for grant supported activities;
3. Provide effective control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes;
4. Provide a comparison of actual with budgeted amounts for the grant;
5. Provide principles and standards for determining allowable costs applicable to this grant (see Grant Activities and Use of Grant Funds section of this contract); and
6. Maintain accounting records that are supported by source documentation.

If Grantee received \$750,000 or more in a year from the federal government, the Grantee shall also comply with federal audit requirements in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and Title 2, "Office of Management and Budget Guidance for Grants and Agreements Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If a Single Audit is required, the Grantee agrees to forward one copy to the State Auditor's Office.

Under Minnesota Statutes 16B.98, subdivision 8, the books, records, documents, and accounting procedures and practices of the Grantee or other party that are relevant to this grant agreement are subject to examination by the Board, the commissioner of the Department of Administration, and the legislative auditor for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. This authority also is extended to the National Endowment for the Arts, the comptroller general of the United States, or any other duly authorized representative of state or federal government. The examination and use may include the making of audits, excerpts, transcripts, and other lawful purposes.

The fiscal records to be retained include, but are not limited to, invoices, receipts, canceled checks, supporting documents, statistical records, and all other records relating to this grant contract.

The program records to be retained include, but are not limited to, printed programs, posters, newspaper articles, and other publicity and information relating to this grant contract, as well as documentation appropriate to the grant activities.

These obligations survive the expiration date of this grant contract.

**K. TERMINATION, RESCINDMENT, AND PENALTIES**

This grant contract may be terminated at any time by mutual written agreement of the Board and Grantee.

The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

The commissioner of the Department of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

The Grantee is responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances in relation to the use of these funds. Failure to comply may result in termination or forfeiture of the grant.

In the event of termination, the Grantee agrees to return all funds that have not been expended as of the date of the termination and all funds that the Board determines were spent in violation of this grant contract. The Board may assign penalties for Grantee's failure to comply with any requirements of this contract.

These obligations survive the expiration date of this grant contract.

**L. BOARD'S AUTHORIZED AGENT**

The Board's authorized agent for the purposes of administration of this grant contract is the executive director. The Board's contact for the purposes of this grant contract is:

Jenny Dodgson, program officer  
[ArtsEducation@arts.state.mn.us](mailto:ArtsEducation@arts.state.mn.us) (651) 539-2672

**M. ASSIGNMENT, WAIVER, AND GRANT CONTRACT COMPLETE**

**Assignment:** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the Board, approved by the same parties who executed and approved this grant contract, or their successors in office.

**Waiver:** If the Board fails to enforce a provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

**Grant Contract Complete:** This grant contract contains all negotiations and agreements between the Board and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

**N. LIABILITY**

The Grantee agrees to indemnify and save and hold harmless the State of Minnesota, the Board, its agents, and employees from any and all claims or causes of action arising from or relating in any way to the grant activities by Grantee or Grantee's agents or employees. This clause shall not be construed to bar any legal remedies the Grantee may have for the Board's failure to fulfill its obligations pursuant to this grant contract.

This provision shall survive the termination of this grant contract.

**O. AFFIRMATIVE ACTION**

The Grantee certifies having received a certificate of compliance from the commissioner of human rights pursuant to Minnesota Statutes, section 363A.36, when applicable.

Initial  
JN

DS  
GB

**P. WORKERS' COMPENSATION**

In accordance with the provisions of Minnesota Statutes, the Grantee certifies compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

**Q. ANTITRUST**

The Grantee hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and services provided in connection with this grant contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota, when applicable.

**R. BOARD RULES**

The Grantee agrees to comply with the rules of the Board, Minnesota Rules, chapter 1900, pertinent to the grant program of this grant contract. If and to the extent that this grant contract is construed to be inconsistent with the rules of the Board, the rules shall govern.

**S. DATA DISCLOSURE**

Under Minnesota Statutes § 270C.65, subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Board, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

These obligations survive the expiration date of this grant contract.

**T. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. The venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**U. SUSPENSION AND DEBARMENT**

The commissioner of the Department of Administration is authorized to suspend or debar grantees from eligibility to receive state-issued grants under specified circumstances.

**V. FEDERAL COMPLIANCE**

The Grantee agrees to abide by all requirements of federal law applicable to programs funded in whole or in part by the National Endowment for the Arts including, but not limited to, the laws listed herein. General descriptions of those laws pertinent to this grant contract are provided below for the convenience of the Grantee only and are not intended to, and do not, interpret those laws. Grantee should consult the actual laws or legal counsel to determine their requirements and applicability.

**National Endowment for the Arts regulations:** 45 C.F.R. parts 1110, 1151, 1153, 1154, 1157, 1158.  
General Terms and Conditions of National Endowment for the Arts grants are available on the NEA Web site at <https://www.arts.gov/grants/manage-your-award/awards-after-oct1-2017>.

**Age Discrimination Act of 1975:** This act provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance as specified under 42 U.S.C. 6102.

**Fair Labor Standards:** Federal law requires that labor standards on activities assisted in part by funds from the National Endowment for the Arts must comply with 29 C.F.R. Part 505.

**Discrimination on the Basis of Race, Color, or National Origin:** No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under these grant activities, as specified under 42 U.S.C. 2000d.

**Debarment and Suspension:** Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal

department or agency, nor has, within the three years preceding the submission of the application for this grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with a public (federal, state, or local) transaction or a grant contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; had any public transactions terminated for cause or default; or is presently indicted for or otherwise criminally or civilly charged by a governmental entity with any of the preceding offenses.

**Drug-Free Workplace Act of 1988:** The Grantee is required to certify to the Board that it will provide a drug-free workplace [45 C.F.R., part 1154.600(a) (1)]. Grantees should refer to 45 C.F.R., part 1154, Appendix C, for language regarding the required certification.

**Discrimination of Individuals With A Disability:** No otherwise qualified individual with a disability in the United States, shall, solely by reason of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under these grant activities pursuant to 29 U.S.C. section 794 (Rehabilitation Act of 1973). The phrase "individual with a disability" means any person who (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (b) has a record of such an impairment, or (c) is regarded as having such an impairment and as otherwise defined by 29 U.S.C. section 705 (20).

**Americans with Disabilities Act of 1990 (ADA):** The ADA encompasses private sector entities that serve the public including arts organizations that do not receive federal support, retail businesses, movie theaters, and restaurants. It extends accessibility requirements for individuals with disabilities to the private sector.

**Lobbying:** The federal provisions regarding the use of National Endowment for the Arts funds for lobbying activities are included in two provisions. 18 U.S.C. Sec. 1913, "Lobbying with appropriated moneys," prohibits any federally appropriated funds to be used directly or indirectly to pay for activities intended or designed to influence a member of Congress. In addition, 31 U.S.C. Sec. 1352, "Certification regarding lobbying," prohibits the use of federally appropriated funds to pay costs associated with lobbying members of Congress, employees of Congress, and employees of federal agencies regarding the award or amendment of any federal grant, cooperative agreement, contract, or loan. Exempted from the definition of lobbying are certain agency and legislative liaison activities and professional and technical services. Use of nonfederal funds for such activities must be disclosed to the federal agency. Exempted from the disclosure requirement are lobbying activities of long-term employees.

**Sex Discrimination:** No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance, as specified under Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, as amended.

**W. PATENTS AND COPYRIGHTS**

To the extent allowable by federal law, any and all patents, copyrights, or other legal interest in and relevant to the grant activities, or materials generated in pursuance of the grant activities, shall be the sole and exclusive property of the Grantee or the Grantee's designee.

**X. OTHER PROVISIONS**

If the Grantee is a business or private enterprise that receives grants or loans from the State of Minnesota in amounts over \$200,000 a year, it must list any vacant or new positions with the state work force centers in accordance with Minnesota Statutes, section 116L.66.

**Y. ACCEPTANCE OF GRANT CONTRACT**

This grant contract shall not be considered accepted, approved, or effective until all required signatures are affixed. The Grantee is responsible for the obligations contained herein. If the terms of this grant contract are not clearly understood, Grantees are advised to seek assistance before signing.

For the purposes of execution, if the Grantee is an organization, the signature of a corporate official for the Grantee, having the authority to enter into this grant contract on Grantee's behalf, is required. If the Grantee is an individual, Grantee's signature is required.

1.

<b>GRANTEE</b>
_____
Authorizing official, printed legal name
_____
Signature, legal name
_____
Title
_____
Date

2.

<b>MINNESOTA STATE ARTS BOARD</b>
Susanne K. Gens
_____
Authorizing official, printed legal name
_____
Signature, legal name
Executive director
_____
Title
_____
Date