



**COMMUNITY GRANT
MEMORANDUM OF AGREEMENT
BETWEEN
ST LOUIS COUNTY FAMILY SERVICES COLLABORATIVE
523 Highland Drive Hibbing, MN 55746
AND
Duluth Public Schools**

MEMORANDUM OF UNDERSTANDING (MOU)

Between

The Governing Board of the St. Louis County Family Services Collaborative (hereinafter referred to as the "Collaborative")

and

Duluth Public Schools (hereinafter referred to as the "District")

RECITALS

WHEREAS, the Governing Board administers the Local Collaborative Time Study (LCTS) and receives funds from the Federal Government. LCTS funds are designated by state statute for early intervention and prevention services in Minnesota communities.

WHEREAS, the Collaborative has established the FY27 Regional Social Emotional Learning (SEL) Programming Initiative to strengthen student well-being through evidence-based SEL programming across participating school districts.

NOW, THEREFORE, the Collaborative and the District agree to the following terms.

EFFECTIVE DATE

Start Date: July 1, 2026

End Date: June 30, 2027

APPROVED SEL PROGRAMMING

The District has been approved to implement the following Regional SEL Programming during the 2026–2027 school year:

Approved Program(s): Second Step, 7 Mindsets

Grade Level(s): K-5 (Second Step); 6-12 (7 Mindsets)

FUNDING AND REIMBURSEMENT

Maximum Award Amount: \$86,150

Funding shall be provided on a reimbursement basis.

Reimbursement requests must include:

- Itemized invoices or receipts documenting eligible expenditures.
- Proof of payment for reimbursable expenses.
- Any additional documentation requested by the Collaborative to verify eligible expenses.

Reimbursement requests may be submitted throughout the project period after eligible expenses have been incurred and paid. Reimbursement will be issued upon receipt, review, and approval of all required documentation.

Submit reimbursement documentation to:

director@fscmn.org

DISTRICT RESPONSIBILITIES

The District agrees to:

- Implement the approved SEL program(s) identified in this Agreement with reasonable fidelity to the implementation plan submitted in its FY27 Regional SEL Curriculum Proposal.
- Utilize awarded funds only for approved eligible expenses.
- Maintain financial records related to expenditures.
- Cooperate with reasonable requests for documentation regarding implementation and expenditures.
- Comply with all applicable federal, state, and local laws, regulations, and district policies.

REPORTING REQUIREMENTS



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The District agrees to submit the following using the attached Regional SEL Programming Evaluation Report Template:

- **Mid-Year Regional SEL Programming Evaluation Report due January 29, 2027**
- **Final Regional SEL Programming Evaluation Report due June 30, 2027**

Reports should include implementation information, student outcome measures, staff training, implementation fidelity, and other information requested within the evaluation template.

The District agrees to upload one or more examples of its fidelity monitoring tools or documentation to the shared Fidelity Check Samples folder referenced within the evaluation template.

Future Regional SEL Programming funding opportunities may be considered based on timely submission of required reports and satisfactory implementation progress.

OPTIONAL IMPLEMENTATION SITE VISIT

The District may elect to participate in an optional implementation site visit coordinated by the Regional SEL Programming Committee. Additional information will be provided during the 2026–2027 school year.

PUBLIC ACKNOWLEDGEMENT

The District agrees to acknowledge support from the St. Louis County Family Services Collaborative in communications, presentations, publications, or media related to the funded Regional SEL Programming, when appropriate.

CANCELLATION, DEFAULT, AND REMEDY

This Agreement shall remain in effect until its expiration unless terminated earlier.

Either party may terminate this Agreement with thirty (30) days written notice.

Changes in applicable laws, funding requirements, or program guidance may require modification or termination of this Agreement.

MUTUAL INDEMNIFICATION

Each party shall be responsible for its own acts and omissions and agrees to indemnify, defend, and hold harmless the other party, its officers, employees, and agents from claims, damages, or expenses arising from its own negligent acts or omissions under this Agreement.

DATA PRIVACY

The District agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all applicable state and federal data privacy requirements.

COMPLIANCE

The District agrees to comply with all applicable federal, state, and local laws, regulations, policies, and requirements governing the use of these funds.

DISTRICT SEL PROGRAM CONTACT

The District designates the following individual as the primary contact responsible for oversight of the Regional SEL Programming funded under this Agreement, including implementation coordination, reimbursement requests, and completion of required evaluation reports.

Name: Todd McGowan
Title: Mental Health, SDB, MTSS Coordinator
Email: todd.mcgowan@isd709.org
Phone: 218.336.8700 ext. 3094

The District may update the designated contact during the project period by notifying the St. Louis County Family Services Collaborative in writing.

SIGNATURES

This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original.



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By: John Magas
Name: John Magas
Title: Superintendent
School District: **Duluth Public Schools**
Date: 7/9/2026

By: Cassie Liubakka
Name: Cassie Liubakka
Title: Director
Organization: St. Louis County Family Services Collaborative
Date: July 9, 2026

STATE OF MINNESOTA
MONITORING EQUIPMENT SITE LEASE

LEASE NO. **PC0081**

This Lease Agreement is between **Duluth ISD 709**, 709 Portia Johnson Dr., Duluth, MN 55811 (LESSOR) and the State of Minnesota, **Department of Administration**, (LESSEE) acting for the benefit of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155.

WHEREAS, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the use of the following Leased Premises as an ambient air monitoring site in the City of Duluth, St Louis County, Minnesota
 - 1.1. A 12' x 16' area located on the roof of the Laura MacArthur Elementary School
 - 1.2. Site Address: 720 North Central Avenue, Duluth, MN 55807
2. **TERM** This Lease Agreement is for a term of 60 months commencing January 1, 2027 and continuing through December 31, 2032 ("Lease Term").
3. **RENT** LESSEE shall pay to LESSOR one hundred sixty-five and 00/100 dollars (\$165.00) for each quarter, payable within 30 days of the end of each quarter
4. **DUTIES OF LESSOR**
 - 4.1 LESSOR shall provide LESSEE with access to the Leased Premises.
 - 4.2 LESSOR shall provide LESSEE with electrical service to operate the monitoring equipment.
5. **DUTIES OF LESSEE**
 - 5.1 LESSEE shall pay to LESSOR a fee for electrical usage to operate the monitoring equipment which is included in the rent amount referred to in Clause 3.
 - 5.2 LESSEE shall furnish all materials and services required for its use of Leased Premises.

- 5.3 LESSEE shall maintain the Leased Premises in reasonably good condition and state of repair during its tenancy.
- 5.4 LESSEE shall surrender the Leased Premises to LESSOR upon termination in the condition it was in at the start of LESSEE's tenancy, except for reasonable wear and damage by the elements.
- 5.5 LESSEE shall be responsible for any repairs to the Leased Premises caused by removal of its monitoring equipment at termination of this Agreement.
6. **LIABILITY** LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.
7. **TERMINATION** This Lease may be terminated by either party for any reason at any time upon providing thirty (30) days prior written notice of termination to the other party
8. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**
 - 8.1 LESSOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by LESSEE in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LESSOR in accordance with this Lease. The civil remedies of Minnesota Statutes, section 13.08, apply to LESSOR and LESSEE.
 - 8.2 Minnesota Statutes, Chapter 13, provides that all government data is public unless otherwise classified. If LESSOR receives a request to release the data referred to in this Section, LESSOR must immediately notify LESSEE and consult with LESSEE as to how LESSOR should respond to the request. LESSOR's response shall comply with applicable law, including that the response is timely. If LESSOR denies access to the data, LESSOR's response must reference the statutory basis upon which LESSOR relied. LESSOR does not have a duty to provide public data to the public if the public data is available from LESSEE.
9. **COMPLIANCE WITH OTHER LAWS** This Agreement does not authorize any noncompliance with applicable local, state and federal laws, rules or ordinances.
10. **ENTIRE AGREEMENT** This Lease contains all covenants and agreements between LESSOR and LESSEE relating in any manner to the Rent, LESSEE's use and occupancy of the Leased Premises, and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by LESSOR and LESSEE.

11. **HEADINGS** The titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
12. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.
13. **NOTICES**
- 13.1 All notices or communications between LESSOR and LESSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 13.2 below.
- a. when personally delivered to the addressee, or
 - b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service,
 - c. one (1) business day after deposited with an overnight courier service, or
 - d. via electronic brett.mensing@isd709.org ; kurt.anderson@state.mn.us; (provided such delivery or attempted delivery is confirmed).

13.2 **Mailing Addresses:**

LESSOR:
Duluth Public Schools-709
Attn: Brett S. Mensing
709 Portia Johnson Dr.
Duluth, MN 55811
Ph#: 218-336-8704

LESSEE:
Department of Administration
Real Estate and Construction Services
50 Sherburne Ave, Room 309
St Paul MN 55155
With a copy to:
Minnesota Pollution Control Agency
520 Lafayette Rd. N
St. Paul, MN 55115
Attn: Kurt Anderson (EAO Supervisor)

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby

PC0081
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LESSOR:

DULUTH INDEPENDENT SCHOOL DISTRICT 709

Lessor certifies that the appropriate person(s) have executed the Lease on behalf of Lessor as required by applicable articles, bylaws, resolutions or ordinances.

By Brett Mensing
BC36CA1A7626434...

Title Simone Zunich, Exec. Dir. of Finance and Business Services Date August 4, 2026

STATE ENCUMBRANCE VERIFICATION

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

By Kurt Soular
AAC2AB7A9DZA400...

Date August 4, 2026

Purchase Order No.: 3000042486
SWIFT ID: 294664 AI#: 265718 PRO20260502

APPROVED:

**STATE OF MINNESOTA
MINNESOTA POLLUTION CONTROL AGENCY**

Signed by:
By Vickie Blomgren
8E4D4D90520F4C6...

Title Assistant Division Director

Date August 5, 2026

LESSEE:

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER Delegated to:**

Signed By:
By Wm Cm
B340E366942B4F6...

Title Operations Division Director

Date August 5, 2026

Cc: Department of Administration, Real Estate and
Construction Services