

RECREATION, LIBRARIES, & AUTHORITIES COMMITTEE

12-0269R

RESOLUTION AUTHORIZING A THREE-YEAR AGREEMENT WITH GRANT COMMUNITY SCHOOL COLLABORATIVE TO PROVIDE SUMMER YOUTH PROGRAMMING IN THE CITY'S EAST HILLSIDE NEIGHBORHOOD AT AN ANNUAL COST OF \$20,000.

CITY PROPOSAL:

RESOLVED, that the proper city officials are authorized to execute and implement a three-year agreement with Grant Community School Collaborative (GCSC) to provide summer youth programming in the city's East Hillside neighborhood, substantially the same as that on file with the city clerk as Public Document No. _____, and providing for the payment of \$20,000 per year, payments to be made from Fund 205-130-1219-5310 (Parks, Community Resources, Parks Operating, Contract Services).

Approved:



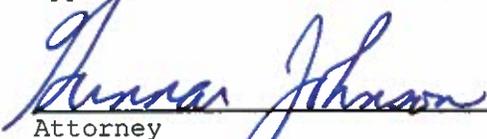
Director, Public Administration
Purchasing Agent DW

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

PARKS/PRCH KB:SLW:le 05/17/2012

STATEMENT OF PURPOSE: This resolution authorizes a three-year agreement for professional services with Grant Community School Collaborative for summer youth programming in the city's East Hillside neighborhood. The agreement can be terminated by either party upon ninety days notice. Under the terms of the agreement, NYS will facilitate a summer youth program which will provide a safe, structured environment for the youth in the East Hillside. The program will also provide the youth with educational opportunities as well as development of health and life skills, and recreation activities. Funds for this agreement are made available from the parks fund, voted on by Duluth citizens in November 2011. A specific portion of the parks fund is allocated for youth programming.

Requisition pending

**OPERATION AGREEMENT
FOR SUMMER YOUTH PROGRAMS
GRANT COMMUNITY SCHOOL COLLABORATIVE (GCSC)**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk ("Effective Date") by and between the **CITY OF DULUTH**, a municipal corporation of the County of St. Louis, State of Minnesota, hereinafter referred to as "City", and the **GRANT COMMUNITY SCHOOL COLLABORATIVE (GCSC)**, located at 108 East Sixth Street, Duluth, MN 55805 hereinafter referred to as "GCSC".

1. RECITALS

WHEREAS, City working in cooperation with the Duluth Youth Agency Coalition (DYAC) requested a budget for GCSC to operate youth services programming in the East Hillside neighborhood.

WHEREAS, GCSC submitted a budget to the City to operate a youth services program as shown on Attachment A.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

2. ADMINISTRATION

2.1 For purposes of administering this Agreement, the City shall be defined as the Manager of Parks and Recreation or designee and the GCSC shall be defined as the Program Director or designee.

3. SERVICES/PROGRAM

3.1. The following services will be provided by GCSC : facilitate a summer youth program in the City's East Hillside Neighborhood which provides a safe, structured environment and provides youth with educational opportunities as well as development of health and life skills, and recreation activities. In addition, GCSC shall be responsible for the following:

- 3.1.1. Complying with the performance measurements as outlined in Exhibit A
- 3.1.2. Providing properly trained and licensed staff in sufficient numbers to adequately provide the Program.
- 3.1.3. Providing those items including equipment and supplies required for the daily operation of the Program
- 3.1.4. Removing all litter or other waste and properly disposing of same into the proper disposal containers provided within the Premises.
- 3.1.5. Complying with the City's guidelines relating to recycling, energy efficiency and maintenance of the Premises.

4. PREMISES/LOCATION OF SERVICES

4.1. The Program will be held at the City's Grant Community Recreation Center (the "Premises"). All rights and responsibilities of GCSC for the use of the Premises shall be governed by the agreement between the City and GCSC dated January 24, 2011 attached hereto as Exhibit B.

5. FEES, REPORTING AND TAXES

5.1. It is agreed between the parties that GCSC's maximum annual fee for this Agreement shall not exceed the sum of Twenty Thousand and 00/100th dollars (\$20,000) inclusive of all expenses associated with the Program, payable from Fund 205-130-1219-5310 (Parks, Community Resources, Parks Operating, Contract Services). GCSC shall submit invoices for services not more than two (2) times per year to the attention of Kathy Bergen, Manager of Parks and Recreation. Payments will be made upon review and completion of

the Performance Measurements by the Manager of Parks and Recreation and receipt of reasonable substantiation as required by the Manager of Parks and Recreation.

- 5.2. GCSC shall file with the City Auditor an annual itemized statement showing all GCSC income and expenses related to the operation of the Program. The statement shall be filed not later than May 1 of each year this Agreement remains in effect and shall include all required financial information from the previous year. The statement shall also include a designation of the official contact person responsible for the administration of this Agreement along with addresses and phone numbers. A current copy of GCSC's By-Laws and Articles of Incorporation shall be provided to the City before this Agreement takes effect.
- 5.3. GCSC agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, all GCSC books, records, documents, and accounting procedures and practices related to the operation of the Program are subject to examination by the City or the State Auditor for six (6) years from the date of execution of this agreement. Upon twenty-four (24) hours advance notice by City, GCSC shall provide all requested financial information.
- 5.4. GCSC shall pay or cause to be paid all lawful taxes and governmental charges in a timely manner. GCSC shall further be obligated to pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date; provided that nothing shall prevent GCSC from contesting in good faith, any such payment requirement except as such contest would negatively affect the City's rights under this Agreement.

6. TERM AND TERMINATION OF AGREEMENT

- 6.1. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on June 1, 2012 and shall continue through December 31, 2012 unless earlier terminated as provided for herein (the "Initial Term"). The parties shall meet and confer within ninety (90) days before the end of the Initial Term to discuss the terms and conditions of the Agreement. If the parties agree that no changes are needed, which shall be confirmed in writing, and that neither party wishes to terminate the agreement as provided for herein, then this Agreement shall be automatically renewed for one additional two (2) year period and shall expire on December 31, 2014.
- 6.2. This Agreement may be terminated by either party by serving ninety (90) days written notice upon the other. Upon termination, GCSC agrees to surrender possession of said Premises to City in as good condition and state of repair as said Premises were in at the time GCSC took possession, reasonable wear and tear, and acts of God excepted. GCSC shall remove all GCSC property within ten (10) business days. Any GCSC equipment remaining after the expiration of said ten (10) day period shall become the property of the City.
- 6.3. Should GCSC be in default or violation of any of the provisions of this Agreement, City shall provide to GCSC written notice of such violation or default and shall allow GCSC thirty (30) days within which to cure or remedy any violations or defaults set forth therein. If such violation or default is not cured or remedied within thirty (30) days, City may terminate this Agreement immediately by serving notice to GCSC in the manner described.
- 6.4. In the event of default by GCSC, City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to GCSC, may remove all persons and property from the Premises. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, GCSC.

7. INCIDENT REPORTS

- 7.1. GCSC shall promptly notify the City in writing of any incident of injury or loss or damage to the property of City or any GCSC's Program participants or invitees occurring within the Premises during the Term of this Agreement. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto as Exhibit C.

8. COMMUNICATIONS

- 8.1. The parties agree that a full and complete exchange of information is necessary for a successful relationship,

and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

- 8.2. GCSC agrees to provide the City with a summary report within 30 days of the last day of each summer Program term identifying all activities held. The report will include statistics about the activity including date of the activity, name of activity, number of people in attendance and brief description of the activity.

9. INSURANCE

- 9.1. GCSC shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Premises. A Comprehensive General Liability Insurance policy shall be maintained in force by GCSC throughout the life of this agreement in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all GCSC activities occurring during the Program or on or within the Premises whether said activities are performed by employees or agents under contract to GCSC. Such policy of insurance shall be approved by the City Attorney and shall contain a condition that it may not be cancelled without thirty (30) days written notice to the City of Duluth. The City of Duluth shall be named as an additional insured on said policy of insurance required by this paragraph.
- 9.2. GCSC shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.
- 9.3. GCSC shall provide to City Certificates of Insurance evidencing such coverage with 30-day notice of cancellation, non-renewal or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the GCSC's interests and liabilities.
- 9.4. The City reserves the right to require GCSC to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn.Stat. Sec. 466.04 are increased.
- 9.5. The City does not intend to waive any legal immunities, defenses, or liability limits that may be available.
- 9.6. When using the "Acord" Certificate form cancellation provisions, the words "endeavor to" on Line 2 must be deleted. As an additional insured under the contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage." The City of Duluth is an additional insured not subject to the "other insurance" condition or other policy terms which conflict with the agreement between the named insured and the City of Duluth.
- 9.7. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, it must be a pre-2004 edition.
- 9.8. The City shall not be liable to GCSC for any injury or damage resulting from any defect in the construction or condition of the Premises, nor for any damage that may result from the negligence of any other person whatsoever.

10. HOLD HARMLESS

- 10.1. GCSC agrees to indemnify, save harmless, and defend the City and its officers, agents, servants and employees from and against any and all claims, suits, loss, judgments, costs, damage and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or GCSC, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of GCSC, arising out of, related to or associated with the operation of the Program or use of the Premises by GCSC or performance of its obligations under this Agreement.

11. TOBACCO USE

- 11.1. GCSC acknowledges and agrees that there shall be no smoking or use of tobacco whatsoever in any building on the Premises or as otherwise prohibited by state or local laws.

12. CITY ACCESS

12.1. City shall have the right to inspect the Premises at any time. GCSC shall not change locks or otherwise prohibit or inhibit City access to any portion of the building. City shall be exclusively responsible for the upkeep of all door locking devices and the duplication and distribution of all keys. GCSC is prohibited from duplicating any building key. Keys shall be distributed only to those individuals as may be designated by City or the current official contact person of GCSC.

13. RELATIONSHIP

13.1. It is agreed by both parties that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting GCSC or any of its officers, agents, servants, and employees as an officer, agent, servant, representative or employee of the City for any purpose or in any manner whatsoever. GCSC’s officers, agents, servants, employees, and volunteers shall not be considered as employees of the City, and any and all claims which may or might arise under the Workers’ Compensation Act of the State of Minnesota, and any claims whatsoever on behalf of said officers, agents, servants, employees and volunteers arising out of employment, including, without limitation, claims of discrimination, shall in no way be the responsibility of the City. GCSC’s officers, agents, servants, employees and volunteers shall not be entitled to any compensation or right or benefits from the City of any kind whatsoever, including but not limited to, vacation pay, Workers’ Compensation, Unemployment Insurance, disability pay, severance pay, etc.

14. THIRD PARTY BENEFICIARIES

14.1. No provision of this Agreement shall inure to the benefit of any third person so as to constitute any such person as a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

15. SEVERABILITY

15.1. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

16. NOTICES

16.1. Unless otherwise provided herein, notice to the City or GCSC shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth
Parks and Recreation Division
Attention: Parks Manager
411 West First Street
Duluth, MN 55802

Grant Community School Collaborative
Attn: Kathy Bogen, Collaborative Director
108 East Sixth Street
Duluth, MN 55805

17. GENERAL PROVISIONS

17.1. The rights of GCSC to build, occupy, use, and maintain the above described Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.

17.2. GCSC agrees to operate the Premises in compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of

Duluth. GCSC agrees to procure at GCSC expense all licenses and permits necessary for carrying out the provisions of this agreement.

17.3. GCSC agrees that it shall neither assign nor transfer any rights or obligations under this Agreement without prior written approval of the City.

17.4. The waiver by the City or GCSC of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

17.5. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

CITY OF DULUTH

**GRANT COMMUNITY SCHOOL
COLLABORATIVE**

By: _____
Mayor

By: _____
Its Director
Printed Name _____

ATTEST:

City Clerk
Date: _____

Its: _____
Board Officer
Printed Name _____

Approved as to form:

City Attorney

Countersigned:

City Auditor

Exhibit A – Performance Measurements
Exhibit B – January 24, 2011 Agreement between the City and GCSC
Exhibit C – Incident Report

**SUMMER YOUTH PROGRAMMING
2012 CITY of DULUTH LEGACY FUNDING
FY 2012 EXHIBIT A**

Project: Grant – Nettleton School Collaborative

Scope of Service: Grant – Nettleton School Collaborative will provide Summer Youth Programming to youth living in the East Hillside neighborhood at their site located at Grant Recreation Community Center. This is year one of a three year commitment.

Performance Measurements: See following pages.

Budget:

<u>Amount</u>	<u>Program Activity Costs</u>
\$ 4,320.00	Resource Director
\$ 3,420.00	Family Liaison (K-2 Academy)
\$ 3,045.00	Family Liaison (3-5Academy)
\$ 3,660.00	Program Coordinator
\$ 1,980.00	Employee Benefits
\$ 1,500.00	Transportation
\$ 1,075.00	Program and Office Supplies
\$ 1,000.00	Liability Insurance
\$ 20,000.00	Total Expenditures

Reimbursement Formula: Twice yearly payments which are based be based on performance measurements as noted above.

Income Verification: Does not apply to this program.

EXHIBIT A

COMPASS 2011-12 Goals, Objectives, Indicators, and Outcomes

Grade Levels	Goal (overarching)	Objective (measurable tasks)	Indicator (how to measure)	Outcome (results)
K-5	Improved School Attendance	Students who are exhibiting school attendance issues will increase their daily attendance rates to reflect only excused absences for illness, medical/dental appointments, or family emergencies.	A list of students who are experiencing attendance issues will be developed at the beginning of the Fall COMPASS session. The attendance of these students will be closely monitored and compared at the end of the Fall and Spring sessions.	Rate of unexcused absences among those students who are exhibiting attendance issues will be reduced by at least 80%.
		The COMPASS program will be an incentive for all COMPASS students to attend school.	COMPASS students will be surveyed each semester to learn whether the COMPASS program encourages them to look forward to coming to school.	At least 80% of COMPASS students will report that they look forward to coming to school on the days that they are involved in the COMPASS program.
K-5	Participation in the COMPASS program will have a positive impact on students' academic achievement.	K-2 students will exhibit reading comprehension skills consistent with the Minnesota State Standards established for their grade level.	Classroom teachers will share fall and winter benchmark data with COMPASS staff. COMPASS staff will use retelling rubrics 2 times a semester to measure the students retelling ability.	80% of the students will score "meets the standard or exceeds the standard" on the rubric.
		K-2 students will learn and use an expanded variety of vocabulary words to express their thoughts and feelings.	A pre/post test will be administered on a predetermine set of vocabulary words for the year.	80% of the students will be able to score 85% or better on the post test.
		3-5 students will demonstrate in homework completion and organizational skills	A pre/post rubric will be administered during second semester.	80% of the students will be able to increase their score by one level.
		3-5 students will learn and use an expanded variety of vocabulary words to express their thoughts and feelings.	A pre/post test will be administered on a predetermine set of vocabulary words for the year.	80% of the students will be able to score 85% or better on the post test.
		K-2 students will demonstrate mastery of math skills consistent with the Minnesota State Standards established for their grade levels.	Each semester students will be asked to complete a pre/post performance test with the COMPASS staff.	80% of the students will score 85% or better on the performance test.
		K-2 students will demonstrate competency in applying math skills to real-life situations.	For the second semester a project based task will be graded by a rubric to determine level of math skills.	80% of the students will score "meets or exceeds the standard" on the rubric.
		3-5 students will demonstrate mastery	Classroom teachers will share math	80% of the students will

EXHIBIT A

		of math skills consistent with the Minnesota State Standards established for their grade levels.	benchmark data with COMPASS staff. Compass Staff will administer a post test demonstrate mastery of grade level math skills.	score 85% or better on the performance test.
		3-5 students will demonstrate competency in applying math skills to real-life situations.	For second semester, students will complete a pre/post performance test focusing on real life story problems written in the MCA format.	80% of the students will successfully complete post assessment.
K-5	The COMPASS program will contribute to participants' growth in socio-emotional skills.	K-2 students will demonstrate growth in relationship-building skills.	A pre/post rubric will used for the year with a midpoint check with students to determine growth in Social/ Emotional skills. Social Emotional lessons will be taught twice a week.	80% of the students will be able to increase their score by one level.
		K-2 students will demonstrate growth in their ability to self-regulate.	A pre/post rubric will used for the year with a midpoint check with students to determine growth in Social/ Emotional skills. Social Emotional lessons will be taught twice a week.	80% of the students will be able to increase their score by one level.
		3-5 students will demonstrate growth in relationship-building skills.	A pre/post rubric will used for the year with a midpoint check with students to determine growth in Social/ Emotional skills. Social Emotional lessons will be taught twice a week.	80% of the students will be able to increase their score by one level.
		3-5 students will demonstrate growth in their ability to self-regulate.	A pre/post rubric will used for the year with a midpoint check with students to determine growth in Social/ Emotional skills. Social Emotional lessons will be taught twice a week.	80% of the students will be able to increase their score by one level.
K-5	The COMPASS program will contribute to Positive Youth Development in art, music, recreation and other enrichment opportunities.	K-2 participants will develop knowledge and proficiency in one or more specialized enrichment area (music, art, recreation, science)	For the second semester, students will select an enrichment class in which they will show skills growth over the course of the semester. Growth will be assessed by a rubric created by the enrichment instructor.	80% of the students will be marked as proficient in a specific skill.
		3-5 participants will develop knowledge and proficiency in one or more specialized enrichment area (music, art, recreation, science)	For the second semester, students will select an enrichment class in which they will show skills growth over the course of the semester. Growth will be assessed by a rubric created by the enrichment instructor.	80% of the students will be marked as proficient in a specific skill.

EXHIBIT A

Academic and Cultural Enrichment 2011-12 Goals, Objectives, Indicators, and Outcomes

Grade Levels	Goal (overarching)	Objective (measurable tasks)	Indicator (how to measure)	Outcome (results)
K-5	Improved School Attendance	The Terrific Tuesdays/ Thurzday Thrillz Academic Enrichment programs will be an incentive for all participants to attend school.	Terrific Tuesdays/Thurzday Thrillz students and their parents will be surveyed each semester to learn whether the COMPASS program encourages them to look forward to coming to school.	At least 80% of participants will report that they look forward to coming to school on the days that they are involved in the Terrific Tuesdays/ Thurzday Thrillz program.
K-5	Participation in the Terrific Tuesdays/ Thurzday Thrillz program will have a positive impact on students' academic achievement.	Children in each of the Terrific Tuesdays/Thurzday Thrillz will demonstrate understanding and proficiency in using at least 10 new vocabulary words appropriate to the specific area of skills learning they are enrolled in.	Children in each Terrific Tuesdays/ Thurzday Thrillz class will be taking a pre- and post-test of vocabulary words appropriate to their grade level and specific enrichment class they are enrolled in.	At least 85% of participants will correctly use and or demonstrate knowledge of 80% of the vocabulary words on a post-test.
		Children will gain skills in their enrichment classes that they acknowledge as helping them to become better learners.	Children will answer the following question "Participating in my after-school class has helped me to become a better learner." on an end of semester survey.	At least 85% of participants will indicate that they believe their after-school enrichment class has helped them to become a better learner.
K-5	The Terrific Tuesdays/ Thurzday Thrillz will contribute to participants' growth in socio-emotional skills.	Students will demonstrate growth in relationship-building skills.	Instructors will record a pre-post rubric to record growth in specific relationship-building skills for each child in their group.	Of those children who did not score a 5 on a 1-5 scale, at least 85% will have moved up by 2 or more points.
		Students will perceive improvement in their relationship-building skills.	Children will answer the following question "Participating in my after-school class has helped me learn to get along better with others." on an end of semester survey.	At least 85% will indicate that they believe their after-school enrichment class has helped them learn to get along better with others.
K-5	The Terrific Tuesdays/ Thurzday Thrillz program will contribute to Positive Youth Development in art, music, recreation and other enrichment opportunities.	Participants will develop knowledge and proficiency in one or more specialized enrichment area (music, art, recreation, science)	Children's level of skill development will be rated by their instructors on a rubric scoring system. They will be involved in, and aware of the skill-level goals for their class.	Of those children who did not score a 5 on a 1-5 scale, at least 85% will have moved up by 2 or more points.

EXHIBIT A

COMPASS 2011-12 Goals, Objectives, Indicators, and Outcomes

Grade Levels	Goal (overarching)	Objective (measurable tasks)	Indicator (how to measure)	Outcome (results)
K-5	Improved School Attendance	Students who are exhibiting school attendance issues will increase their daily attendance rates to reflect only excused absences for illness, medical/dental appointments, or family emergencies.	A list of students who are experiencing attendance issues will be developed at the beginning of the Fall COMPASS session. The attendance of these students will be closely monitored and compared at the end of the Fall and Spring sessions.	Rate of unexcused absences among those students who are exhibiting attendance issues will be reduced by at least 80%.
		The COMPASS program will be an incentive for all COMPASS students to attend school.	COMPASS students will be surveyed each semester to learn whether the COMPASS program encourages them to look forward to coming to school.	At least 80% of COMPASS students will report that they look forward to coming to school on the days that they are involved in the COMPASS program.
K-5	Participation in the COMPASS program will have a positive impact on students' academic achievement.	K-2 students will exhibit reading comprehension skills consistent with the Minnesota State Standards established for their grade level.	Classroom teachers will share fall and winter benchmark data with COMPASS staff. COMPASS staff will use retelling rubrics 2 times a semester to measure the students retelling ability.	80% of the students will score "meets the standard or exceeds the standard" on the rubric.
		K-2 students will learn and use an expanded variety of vocabulary words to express their thoughts and feelings.	A pre/post test will be administered on a predetermine set of vocabulary words for the year.	80% of the students will be able to score 85% or better on the post test.
		3-5 students will demonstrate in homework completion and organizational skills	A pre/post rubric will be administered during second semester.	80% of the students will be able to increase their score by one level.
		3-5 students will learn and use an expanded variety of vocabulary words to express their thoughts and feelings.	A pre/post test will be administered on a predetermine set of vocabulary words for the year.	80% of the students will be able to score 85% or better on the post test.
		K-2 students will demonstrate mastery of math skills consistent with the Minnesota State Standards established for their grade levels.	Each semester students will be asked to complete a pre/post performance test with the COMPASS staff.	80% of the students will score 85% or better on the performance test.
		K-2 students will demonstrate competency in applying math skills to real-life situations.	For the second semester a project based task will be graded by a rubric to determine level of math skills.	80% of the students will score "meets or exceeds the standard" on the rubric.
		3-5 students will demonstrate mastery	Classroom teachers will share math	80% of the students will

EXHIBIT A

		of math skills consistent with the Minnesota State Standards established for their grade levels.	benchmark data with COMPASS staff. Compass Staff will administer a post test demonstrate mastery of grade level math skills.	score 85% or better on the performance test.
		3-5 students will demonstrate competency in applying math skills to real-life situations.	For second semester, students will complete a pre/post performance test focusing on real life story problems written in the MCA format.	80% of the students will successfully complete post assessment.
K-5	The COMPASS program will contribute to participants' growth in socio-emotional skills.	K-2 students will demonstrate growth in relationship-building skills.	A pre/post rubric will used for the year with a midpoint check with students to determine growth in Social/ Emotional skills. Social Emotional lessons will be taught twice a week.	80% of the students will be able to increase their score by one level.
		K-2 students will demonstrate growth in their ability to self-regulate.	A pre/post rubric will used for the year with a midpoint check with students to determine growth in Social/ Emotional skills. Social Emotional lessons will be taught twice a week.	80% of the students will be able to increase their score by one level.
		3-5 students will demonstrate growth in relationship-building skills.	A pre/post rubric will used for the year with a midpoint check with students to determine growth in Social/ Emotional skills. Social Emotional lessons will be taught twice a week.	80% of the students will be able to increase their score by one level.
		3-5 students will demonstrate growth in their ability to self-regulate.	A pre/post rubric will used for the year with a midpoint check with students to determine growth in Social/ Emotional skills. Social Emotional lessons will be taught twice a week.	80% of the students will be able to increase their score by one level.
K-5	The COMPASS program will contribute to Positive Youth Development in art, music, recreation and other enrichment opportunities.	K-2 participants will develop knowledge and proficiency in one or more specialized enrichment area (music, art, recreation, science)	For the second semester, students will select an enrichment class in which they will show skills growth over the course of the semester. Growth will be assessed by a rubric created by the enrichment instructor.	80% of the students will be marked as proficient in a specific skill.
		3-5 participants will develop knowledge and proficiency in one or more specialized enrichment area (music, art, recreation, science)	For the second semester, students will select an enrichment class in which they will show skills growth over the course of the semester. Growth will be assessed by a rubric created by the enrichment instructor.	80% of the students will be marked as proficient in a specific skill.

EXHIBIT B

AGREEMENT BETWEEN THE CITY OF DULUTH AND THE GRANT COMMUNITY SCHOOL COLLABORATIVE

THIS AGREEMENT, made and entered into this 24th day of January, 2011, is by and between the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota (hereinafter "City") and the GRANT COMMUNITY SCHOOL COLLABORATIVE, a Minnesota non-profit corporation (hereinafter "GCSC"), collectively referred to as the "Parties". (A list of the members of the collaborative is attached hereto as Exhibit A.) In consideration of the mutual covenants and conditions hereinafter contained, the Parties agree as follows:

I. Purpose

1.1 The City owns the Grant Community Recreation Center building, together with various fixtures and personal property contained therein, located at 901 E. 11th Street, City of Duluth, St. Louis County, Minnesota (hereinafter the "premises".) The Independent School District #709 ("ISD 709") owns the real estate and adjoining grounds upon which the Grant Community Recreation Center building is located. ISD 709 is a member of the GCSC. The Parties agree, subject to the terms and conditions of a Joint Powers Agreement between the City and ISD 709, that GCSC shall have the right to operate, manage and use the Grant Community Recreation Center building for recreational and community advancement purposes as set forth herein.

II. Term

2.1 This Agreement shall be for a term of one year commencing January 1, 2011 and ending December 31, 2011 and shall thereafter automatically be renewed for successive one (1) year periods, unless earlier terminated as provided herein.

III. Maintenance and Operation

3.1 The City makes no warranty, either express or implied, that the premises or equipment thereon are suitable for any purpose and GCSC takes and occupies the premises "as is."

3.2 GCSC shall be responsible for daily routine cleaning of the premises and placing trash into the on-site dumpster. GCSC shall provide, at its expense, all staff, equipment and cleaning supplies necessary to carry out this provision.

3.3 GCSC shall be responsible for and provide, at its expense, those items required for daily operation and maintenance of the premises, including but not limited to, interior light bulbs, paper products, plastic products (e.g., garbage bags), program equipment and supplies,

minor repairs, etc. so as to maintain the premises in a reasonable state of repair.

3.4 GCSC shall be responsible for wireless internet service and any telephone lines and telephones over and above the single service line and telephone provided by the City per paragraph 3.6.

3.5 The City shall be responsible for major repairs to the building and equipment, including any repair work that requires a licensed or skilled trades person. If major repair work is required, GCSC shall promptly provide sufficient written notice to the City so that the City can make the necessary repairs or arrange for a service provider of its choice to make the repairs.

3.6 The City shall be responsible for the following utilities and services: electric, heat, water & sewer, garbage pick-up and service for one telephone line along with one telephone.

3.7 GCSC shall be responsible for snow removal (including the parking lot and the sidewalks) in a timely manner and in accordance with the Duluth City Code. GCSC shall be responsible for mowing the grass.

3.8 GCSC shall be solely responsible for managing the use of the building to include scheduling recreational and community events and programs. GCSC shall be solely responsible for overseeing and supervising such events and programs. GCSC agrees that, subject to availability, it shall allow use of the premises by community-based groups and the City at no charge.

3.9 GCSC may rent the building to private groups, clubs or parties and may, at its discretion, charge a rental fee. GCSC shall collect the rental fees hereunder and shall deposit them into a separate account and use the monies as set forth in paragraph 6.1 of this Agreement. GCSC shall be solely responsible for overseeing and supervising these rentals and all user groups (including guests, invitees and agents thereof) of the premises and shall be responsible for ensuring compliance with all rules and laws.

IV. Alterations and Improvements

4.1 GCSC may make suitable improvements or alterations to the premises upon advance written approval from the City. All such improvements shall become the property of the City. Prior to commencing any improvements or alterations, GCSC shall submit to the City a Project Proposal Request along with detailed plans. These documents shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. GCSC shall be solely responsible for the cost of such improvements or alterations. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes.

4.2 GCSC agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said premises, GCSC will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction hereunder.

V. Alcohol

5.1 The possession, use or sale of alcohol is permitted on the premises only under the following conditions:

- * Alcohol may be possessed, consumed or served only when the appropriate permit or license has been obtained from the City prior to the event and all application, fee and other requirements have been met.
- * Alcohol may be sold only when the appropriate on-sale alcoholic beverage license has been obtained from the City prior to the event and all application, fee and other requirements have been met.
- * At least thirty (30) day's written notice of a request to serve or sell alcohol shall be provided to the City before the event to give the City sufficient time to review the request. Requests that are not timely submitted may be denied.
- * GCSC must have adequate procedures must be in place to ensure that no one under the age of twenty-one (21) is served alcohol and to ensure that no one is served alcohol in an amount to cause intoxication.
- * Depending on the request, licensed peace officer(s) may be required to attend the event.
- * All state laws and Duluth City Code provisions shall be followed at all times.
- * The City reserves the right to prohibit the serving, sale or possession of alcohol on the premises.

VI. Financial Accounting and Reporting

6.1 GCSC agrees that all monies (paid admissions, rental fees, etc.) received or collected by GCSC for usage of the premises shall be deposited by GCSC into a separate account and used solely for the operation and maintenance of the premises. GCSC further agrees that it shall keep this account in such a fashion that, at all times, an accurate accounting may be made by the City.

6.2 GCSC agrees to file with the City Auditor and the Parks and Recreation Division an annual itemized statement accurately showing all GCSC income and expenses related to the operation of the premises. The statement shall be filed no later than May 1 of each year this Agreement remains in effect and shall include all required information from the previous year.

6.3 The annual itemized statement required above shall also include a current listing of all of all officers, board members and the official local contact person responsible for the administration of this Agreement, together with addresses and telephone numbers. Also, a copy of GCSC's current by-laws and articles of incorporation shall be provided to the City.

6.4 Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of GCSC relevant to this Agreement shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.

VII. Insurance

7.1 During the entire term of this Agreement, GCSC shall procure and maintain continuously in force public liability insurance with limits of not less than one million dollars (\$1,000,000) Single Limit together with fire liability insurance with limits of not less than two hundred thousand dollars (\$200,000). The insurance company shall be authorized to do business in Minnesota.

7.2 The City of Duluth shall be named on the policy of insurance as an Additional Insured. GCSC shall provide the City with a certificate of insurance showing the required coverages. GCSC agrees that the policy of insurance cannot be cancelled or materially changed without thirty (30) days advance written notice to the City.

VIII. City Access

8.1 GCSC shall permit the City, its officials, employees or agents to access the premises at any time. GCSC shall not change the locks or otherwise prohibit the City access to any portion of the premises. The City shall be exclusively responsible for the duplication and distribution of all keys.

8.2 The City may schedule activities and events on the premises on a priority basis when not in use by GCSC. The City shall not be charged a fee for such use.

IX. Smoking and Tobacco

9.1 There shall be no smoking or use of tobacco whatsoever on the premises. "Tobacco" shall be defined as set forth in §609.685 of the Minnesota Statutes. This includes not only cigarettes, cigars and pipes, but also any product containing, made or derived from tobacco that is intended for human consumption, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means or any component, part, or accessory of a tobacco product. Electronic-cigarettes shall not be allowed.

X. No Discrimination

10.1 GCSC agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

XI. Relationship of Parties

11.1 It is agreed by the Parties that nothing contained herein is intended to be construed in any manner as creating or establishing a relationship of co-partners between the Parties hereto. GCSC and its staff, officers, employees or volunteers shall not be construed as an agent, representative or employee of the City for any purpose or in any manner whatsoever.

XII. Termination

12.1 Upon termination of this Agreement, GCSC agrees to surrender the possession of the premises to the City in as good condition and state of repair as at the time GCSC took possession of the premises, except for reasonable wear and tear.

12.2 Either Party may terminate this Agreement upon ninety (90) days written notice. Notice shall be considered sufficient if delivered in person or mailed by regular United States mail, postage prepaid, addressed to the Parties at the addresses set forth in paragraph 22.1 or to such other respective persons or addresses as the Parties may designate to each other in writing from time to time.

XIII. Indemnification

13.1 GCSC shall defend, indemnify and hold harmless the City and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the City or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use, management, maintenance or operation of the premises by GCSC.

XIV. Waiver and Assumption of Risk

14.1 GCSC knows, understands and acknowledges the risks and hazards associated with using the premises and hereby assumes any and all risks and hazards associated therewith. GCSC hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by GCSC as a result of its use, management, maintenance or operation of the premises and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.

XV. Immunity

15.1 Nothing in this Agreement is intended or should be construed as a waiver by the City of any immunities, defenses or other limitations on liability to which the City is entitled by law, including, but not limited to, the liability of limits under Minnesota Statutes Chapter 466.

XVI. Merger Clause

16.1 This Agreement constitutes the entire agreement between the parties and supercedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties. Any amendment, modification or supplementation to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

XVII. Applicable Law

17.1 This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located in St. Louis County.

XVIII. Third Parties

18.1 No provision of this Agreement shall inure to the benefit of any third person so as to constitute any such person as a third-party beneficiary of this Agreement or of any one or

more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

XIX. Assignment

19.1 GCSC shall not in any way assign or transfer any of its rights or interests under this Agreement without the prior written approval of the City.

XX. Waiver

20.1 The failure of the City to enforce any provision of this Agreement shall not be construed as, nor constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

XXI. Severability

21.1 The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

XXII. Notices

22.1 Notices required under the terms of this Agreement shall be addressed to the Parties as follows:

City of Duluth
Parks and Recreation Division
Attention: Kathy Bergen
12 East Fourth Street
Duluth, Minnesota 55805
telephone: (218) 730-4309

Grant Community School Collaborative
Attention: Kathy Bogen
Executive Director
1027 North 8th Avenue East
Duluth, Minnesota 55805
telephone: (218) 733-2016

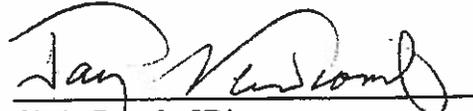
CITY OF DULUTH

Grant Community School Collaborative

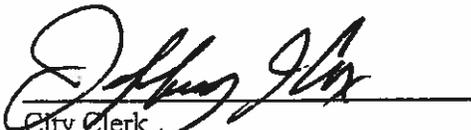

Mayor


Executive Director

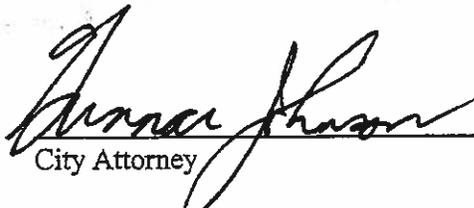
Grant Community School Collaborative


Chair, Board of Directors

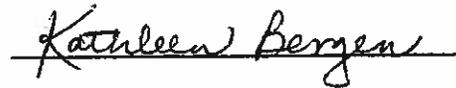
ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

DULUTH PARKS & RECREATION
DIVISION



COUNTERSIGNED:

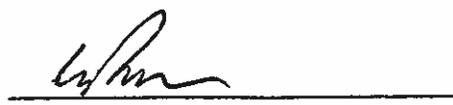

City Auditor

EXHIBIT A

Members of the Grant School Community Collaborative:

1. College of St. Scholastica
2. East Hillside Patch
3. East Hillside Community Club
4. Grant-Nettleton Community Club
5. YWCA of Duluth

CERTIFIED COPY OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DULUTH, MINNESOTA

RESOLUTION 11-0029

ADOPTED: JANUARY 24, 2011

RESOLVED, that the proper city officials are hereby authorized and directed to enter into an agreement, substantially in the form of that on file in the office of the city clerk as Public Document No. 11-0124-21, with the Grant Community School Collaborative for the operation of the Grant Community Recreation Center.

Resolution 11-0029 was unanimously adopted.

Approved January 24, 2011

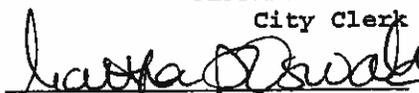
DON NESS, Mayor

I, JEFFREY J. COX, city clerk of the city of Duluth, Minnesota, do hereby certify that I have compared the foregoing resolution passed by the city council on the 24th day of January, 2011, with the original in my custody as city clerk of said city and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth, this third day of May, 2011.

JEFFREY J. COX
City Clerk

by



Assistant

CITY OF DULUTH, MINNESOTA

INCIDENT LOCATION:			
POLICE CALLED? <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR#:	
City Vehicle, Property, or Equipment Involved	Description: _____ Vehicle #, Make, Model, Year: _____ Describe Damage: _____		
	Owner Name: _____ <input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other Owner Address/Phone #: _____ Vehicle License #: _____ Color: _____ Make/Model: _____ Year: _____ Describe Damage: _____		
Weather Conditions		Roadway Conditions:	Light Conditions:
<input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow		<input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice	<input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor
		Other:	
		Approx. Temp: _____ Estimated Speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or Alcohol Test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
MISCELLANEOUS COMMENTS: _____			

Sketch below how vehicle accident occurred (Give street names, direction of travel, locations of vehicles, objects and traffic control devices) ↑ North