



PY22 Yearbook Sales Agreement				(B)	Contract Years:	2021-2022	New/Renew:	New	Job #:		
Account Name:	Ordean East Middle School				LID #:	35718					
Address:	2900 E 4th St.	City:	Duluth	State:	MN	Zip Code:	55812				
Phone #:	218-336-8940	Enrollment:	1055								
School Year Open Date:	9/7/2021				Adviser Name:	Emily Lull					
School Year Close Date:	6/10/2022				Adviser Email:	emily.lull@isd709.org					
					Adviser Phone:						
Ship Yearbooks To:	Account				Contact Address Name:						
Send Invoice To:	Account				Contact Street Address:						
School Purchase Order Number:					Contact City, State, Zip:						
YEARBOOK SPECIFICATION INFORMATION					YEARBOOK DATES:						
Size:	7				Cover Deadline:	01-10-2022					
Number of Pages:	104				Final Quantity Deadline:	04-04-2022					
Number of Copies:	651				Requested Arrival Date:	05-20-2022					
				Consumer	School	Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.					
Yearbook Price:				\$ 15.85	\$ 18.00						
COVER & BINDING TYPE					School Price	Consumer Price	Website Activation Date:				08-06-2021
Cover & Binding Type:	Split Cover - Smyth Sewing			\$ 5.00	\$ 5.00	YBPay: (Type)				Direct	
Design:	Signature Design			Included	Included	Activate YBPay On:				Yes Date:	
Printed School Name & Year:	Yes (1 or 2 lines)			Included	Included	Sales Flyer Need by Date:				8/6/2021	
Personalization: (Student Names)						**Additional flyer information should be included on the Merchandising Form**					
Icons:						PORTRAIT INFORMATION:					
Endsheets (Hardcovers Only):						Photographed by Lifetouch:				Yes	
CONSUMER ENHANCEMENTS					School Price	Consumer Price	Associated Picture Days APO ID(s):				
Zoom:											
Auto Inserts:											
Signing Pen:						SIGNING INCENTIVES:					
Yearbook Stickys:						Signing Info:				5 Free Books	
Cover Keeper™ Dust Jackets:											
SHIPPING/FREIGHT					Price	SPECIAL OFFERS/COMMENTS/ADDITIONAL APO ID(s):					
Estimated Freight:				\$	-						
Freight Model:	Actual Cost				TBD						
*Estimated Total:				\$	-						
Per Copy:				\$	-						
Deposit Rate:					75%						
* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.											
Lifetouch Representative		Rep Code:		The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.							
Sarah Wise		MIG1		Authorized School Representative (Print)				Title			
612-219-3303		sarah.wise@lifetouch.com		Catherine A. Erickson				CFO			
Lifetouch Representative (Signature)		Authorized School Representative (Signature)						Date			
Sarah Wise				Catherine Erickson				9/27/21			

Terms of the Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Shutterfly Lifetouch, LLC. ("Lifetouch").

LIFETOUGH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Shutterfly Lifetouch, LLC, Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

LIFETOUGH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

Remit Payment To:
Shutterfly, Lifetouch, LLC
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Yearbook Adviser Support
Email: yearbookadvisersupport@lifetouch.com
Phone: 1.800.736.4761

PY22 Yearbook Sales Agreement				(B)	Contract Years:	2022	New/Renew	Renew	Job #:	11174822	
Account Name:	Piedmont Elementary School				LID #:	35719					
Address:	2827 Chambersburg Ave	City:	Duluth	State:	MN	Zip Code:	55811				
Phone #:		Enrollment:	570								
School Year Open Date:	9/7/2021				Adviser Name:	Matthew Moses					
School Year Close Date:	5/31/2022				Adviser Email:	matt@moses-images.com					
					Adviser Phone:						
Ship Yearbooks To:	Account				Contact Address Name:						
Send Invoice To:	Account				Contact Street Address:						
School Purchase Order Number:					Contact City, State, Zip:						
YEARBOOK SPECIFICATION INFORMATION					YEARBOOK DATES:						
Size:	7				Cover Deadline:	01-10-2022					
Number of Pages:	24				Final Quantity Deadline:	04-04-2022					
Number of Copies:	251				Requested Arrival Date:	05-20-2022					
					School Price:	\$ 10.94	Consumer Price:	\$ 12.00			
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COVER & BINDING TYPE					School Price	Consumer Price	Website Activation Date:				now
Cover & Binding Type:	Soft Cover - Saddle Stitch				Included	Included	YBPay: (Type)				Direct
Design:	Signature Design				Included	Included	Activate YBPay On:				Yes Date: TBD
Printed School Name & Year:	Yes (1 or 2 lines)				Included	Included	Sales Flyer Need by Date:				TBD
Personalization: (Student Names)					\$ -	\$ -	**Additional flyer information should be included on the Merchandising Form**				
Icons:					\$ -	\$ -	PORTRAIT INFORMATION:				
Endsheets (Hardcovers Only):					\$ -	\$ -	Photographed by Lifetouch:				Yes
CONSUMER ENHANCEMENTS					School Price	Consumer Price	Yearbook Service Look:				Modern Grey
Zoom:					\$ -	\$ -	Associated Picture Days APO ID(s):				
Auto Inserts:					\$ -	\$ -	SIGNING INCENTIVES:				
Signing Pen:					\$ -	\$ -	Signing Info:				5 Free Books
Yearbook Stickys:					\$ -	\$ -					
Cover Keeper™ Dust Jackets:					\$ -	\$ -					
SHIPPING/FREIGHT					Price	SPECIAL OFFERS/COMMENTS/ADDITIONAL APO ID(s):					
					Estimated Freight:	\$ -					
					Freight Model:	Actual Cost					TBD
					*Estimated Total:	\$ -					
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Sarah Wise	MI	G1	Authorized School Representative (Print)				Title				
Lifetouch Representative Phone #:	Email Address:	Authorized School Representative (Print)				Title					
612-219-3303	sarah.wise@lifetouch.com	Catherine A. Erickson				CFO					
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Shutterfly, Lifetouch, LLC
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Yearbook Adviser Support
Email: yearbookadvisersupport@lifetouch.com
Phone: 1.800.736.4761

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

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 10th 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 10th and July 10th:

- 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
- Cc: Paula Stocke stockep@stlouiscountymn.gov
Ryan Bauers 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

ST. LOUIS COUNTY

Linnea Mirsch
Director, PHHS
320 West Second Street, Suite 6E
Duluth, MN 55802
218-726-2097
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 1st Avenue East
Proctor, MN 55810
218-336-8700 ext 1027
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

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.

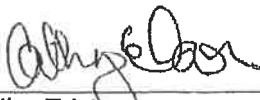
43. By entering into this Contract, the Contractor certifies that the firm, association, corporation, or any person in a controlling capacity is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any government agency; does not have a proposed debarment 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



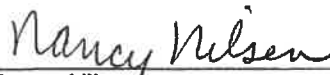
Mike Jugovich
Board Chairperson

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.

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

■ 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, truancies, 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: