

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of August, 2022, by and between Cook County Schools, ISD 166, 101 West 5th Street, Grand Marais, MN 55604, a public corporation, hereinafter called District, and Duluth Public Schools, ISD 709, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

- Access and teaching of online math courses to students of Cook County Schools via the Academic Excellence Online format. These courses include:
 - Intermediate Algebra
 - Algebra 2
 - Algebra 2 Concepts

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2022 and shall remain in effect until June 8, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *see specific lists attached*

3. **Reimbursement.** In consideration of the performance of the Contractor of its obligations pursuant to this Agreement, Cook County School District hereby agrees to reimburse Duluth Public Schools for its services and expenses for enrollment. Cost of enrollment is \$605 per semester (.5 credits), per student, per course.

District is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement
- c. District will be billed for services at least once each semester.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such

item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

7. Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

8. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: Superintendent, Cook County Schools, ISD 166, 101 West 5th Street, Grand Marais, MN 55604.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) ISD 709, Duluth Public Schools, Attn: Simone Zunich, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

9. Assignment. District shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the Contractor.

10. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

11. Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

12. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.


13. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

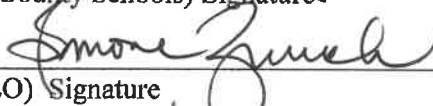
14. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.


15. **Conflict of Interest and Fiduciary Duty:** The District agrees to follow ISD709 Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the Duluth Public Schools’ website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

 41-6000677 8/24/22
District (Cook County Schools) Signature SSN/Tax ID Number Date

 8/29/22
Contractor (AEO) Signature Date

 8/24/22
Program Director (DPS Dir. of Secondary Education) Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Business Services for review and approval.

Executive Director of Finance and Business Services / Board Chair

Date

Performance insert for Contract with Duluth Public Schools and Cook County School District

Responsibilities of Duluth Public Schools:

- The following year long online courses will be taught via the Academic Excellence Online (AEO) format for students attending Cook County Schools:
 - Intermediate Algebra
 - Algebra 2
 - Algebra 2 Concepts
- Provide instruction by licensed MN teacher, hired by Duluth Public Schools under the terms of the current Duluth Federation of Teacher contract
- Communicate with Cook County ISD 166 as need arises to the High School Principal or designee
- Teachers would work directly with students and communication and input will be given as needed using the AEO format for teaching and learning
- Provide the current calendar for the 2022-2023 school year
- Students will follow Duluth Public Schools attendance policy and drop policy which states:
 - Sequential/Year-long Semester Courses (i.e. English 10, Geometry, United States History, Biology, Mathematics):
 - First Semester - Students will have ten school days after the start of the first grade period to drop without penalty.
 - Second Semester - Students will have ten school days after the start of the second semester to drop a second semester class without penalty.
 - Students who choose to drop a class after the above-mentioned timelines would have as part of their transcript a record of their credit(s) attempted and credits earned. Example: If a student drops a class after the deadline, regardless of the grade earned at the time, the student will receive no credit and will receive a grade of "I". The grade point average will be permanently affected since this would be a credit attempted, but no credit earned.
 - NOTE: The current policy relative to removing a student from a class due to lack of attendance remains in effect. That is, any student removed from a class due to excessive trancies or absences will receive no credit and a permanent "I" grade. The grade point average will be permanently affected since this would be credit attempted, but no credit earned.
- Provide students access to materials and curriculum using the CANVAS Learning Management System through Duluth Public Schools.
- Report to MDE any additional reporting required for online learning
- Duluth Public Schools will collect enrollment information from Cook County Schools
- Bill for enrollment per semester

Responsibilities of Cook County School District:

- Provide Chromebooks and any technical support needed to students enrolled in online courses via the AEO

- Abide by all Minnesota laws and regulations regarding online learning
- Provide accurate and timely student enrollment, withdrawal, and other pertinent information to Duluth Public Schools. Enrollment should be submitted to personnel prior to the start of each semester
- Develop policies and procedures that define the scope of online learning at the District and provide equitable access to online resources
- Provide space for students within the school day to access the online courses
- If in person para or other support is needed for additional support, Cook County School District would need to explore the IEP and the need for the student. Any additional services needed that would be provided by the home district
- Communicate with families on updates, processes, schedules, etc.
- Assumes all responsibilities for any additional costs of the program at their location including equipment/material costs
- Assumes responsibility and all expenses for special education due process and IEP accommodations and modifications. Cook County Schools will work with Academic Excellence Online to write appropriate accommodations into the IEP.
- Assumes additional responsibilities for any cost of Professional Development to staff, including support staff, teachers and administration
- Abide by Copyright regulations for all AEO course used by students
- Follow the 2022-2023 Duluth Public Schools calendar for student days and teacher contract days which will include grading and reporting