

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 13th day of March, 2019

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Jeremy Davis

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Jeremy Davis (the "Parties") entered into the contract (the "Contract") dated October 9, 2018, for the purpose of Hand Drumming and other cultural activities and teachings at Piedmont Elementary School and Lincoln Park Middle School.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

- A. The Contract is amended as follows:
 1. Performance. The original locations listed were Piedmont Elementary School and Lincoln Park Middle School. This amendment would extend the performances to all Duluth Public Schools, district-wide.

No Other Change

- B. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

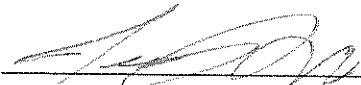
Miscellaneous Terms

C. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

D. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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.

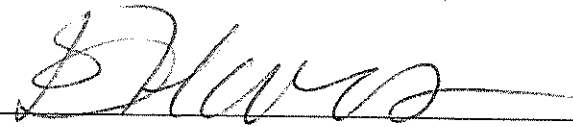


Contractor Signature

3-13-19
Date

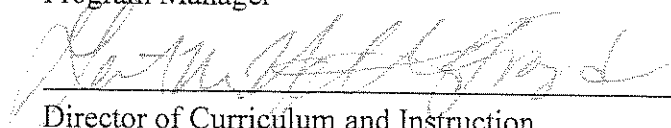
Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

01	605005	320	340	130500
XX	XXX	XXX	XXX	XXXXXX



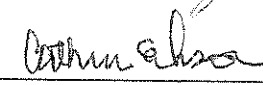
Program Manager

3-13-19
Date



Director of Curriculum and Instruction

3-14-19
Date



CFO/Superintendent

03/13/19
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of February 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and North Shore Estates, an independent Facility, hereinafter called Facility.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Facility 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:

1. DATES OF SERVICE

This Agreement shall be deemed to be effective as of April 10, 2019, and shall remain in effect until June 7, 2019, 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. WITNESSETH THAT:

- I. WHEREAS, the District has established a Nursing Assistant Offering for qualified students preparing for and/or engaged in nursing assistant careers; and
- II. WHEREAS, the Facility has suitable clinical facilities in nursing assistant for the educational needs of the nursing assistant offering of the District; and
- III. WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified nursing assistant personal; and
- IV. WHEREAS, the District and the Facility are desirous of cooperating to furnish a clinical experience program for students of nursing assistant offering enrolled with the District;

NOW, THEREFORE, it is mutually agreed by and between the District and the Facility

3. DISTRICT RESPONSIBILITIES

- a) The District will designate a faculty member as the liaison to the Facility.
- b) The District faculty will be on site at the Facility. The District faculty so assigned will hold current licensure valid in the State of Minnesota.
- c) The District faculty will be responsible for planning, directing and evaluating the students' learning experiences. The District faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the District and the Facility.
- d) The District will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the District in cooperation with the Facility's designated representative.

- e) The District will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- f) The District faculty will inform students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.
- g) The District faculty will inform its students who are participating in the clinical experience program that they are encouraged to carry their own health insurance.
- h) The District will maintain a record of students' health examinations and current immunizations and shall obtain students' permission to submit data regarding their health status if requested by the Facility.
- i) The District agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. District will not allow a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, District shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

4. FACILITY RESPONSIBILITIES

- a. The Facility will maintain current accreditation by the Joint Commission on Accreditation of Health Care Organizations (d/b/a "The Joint Commission") or any other appropriate and required accrediting body.
- b. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the District before taking any action to terminate the participation of a student.
- c. The Facility will provide the District with a copy of its policies and regulations which relate to the clinical experience program.
- d. The Facility will permit the District faculty and students to use its patient care and patient service facilities for clinical instruction.
- e. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with District faculty, for planning with District faculty, and for such other assistance as shall be mutually agreeable.
- f. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the District faculty and students who are participating in the clinical experience program.

- g. The District faculty and students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.
- h. The Facility will make locker or cloak room facilities available for the District faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.
- i. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of District faculty and students who are participating in the clinical experience program. The Facility will permit District faculty to use Facility parking spaces under the same policies governing Facility personnel.
- j. The Facility recognizes that it is the policy of the District to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.
- k. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**
 - l. The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The District is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

5. MUTUAL RESPONSIBILITIES

- a. The District and the Facility assume joint responsibility for the orientation of the District faculty and students to Facility policies and regulations before the District assigns its faculty to the Facility.
- b. **HIPAA.** Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the District and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The District students and faculty are not, and shall not be construed to be, employees of Facility. The District shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the District shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.

- c. Personnel of the District and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
- 1) Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
 - 2) Communication to familiarize the District faculty with the Facility's philosophy, policy and program expectations
 - 3) Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies, and any new programs which are contemplated;
 - 4) Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
 - 5) Communication to identify areas of mutual need or concern;
 - 6) Communication to seek solutions to any problems which may arise in the clinical experience programs; and
 - 7) Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the District's nursing assistant curriculum.
- d. **INSURANCE.** Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.
- e. **Commercial General Liability Insurance**
- i. The Facility will maintain Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.
- f. **Professional Liability Insurance**
- i. The School will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.
 - ii. The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.
 - iii. If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.
- g. **Additional Conditions:**
- i. An Umbrella or Excess Liability insurance policy may be used to supplement the Facility's policy limits to satisfy the full policy limits required by the Agreement.

- ii. Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.
- iii. If Facility receives a cancellation notice from the carrier affording coverage herein, Facility agrees to notify the District within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the District.
- iv. Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The District is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the District, not to students.

6. STUDENT REQUIREMENTS

- a. Students will be required to be proficient in skill and expectations before allowed to enter clinical setting at Facility.
- b. Each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the District and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. The health examination shall include a Mantoux test, chest x-ray or CT scan, or TB blood tests (QuantiFERON-TB Gold in-Tube test or T-SPOT.TB test) and verification of immunity for rubeola and rubella. A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.
- c. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.
- d. Students participating in the clinical experience program shall be encouraged to carry their own professional liability insurance if professional liability insurance is not provided by the District.

7. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE

- a. Any emergency medical care available at the Facility will be available to District faculty and students. District faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the District.
- b. Any District faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the District faculty member or student who receives the treatment and not the responsibility of the Facility or the District.

- c. The Facility shall follow, for District faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- d. District faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their District and to the Facility. Before returning to the Facility, such a District faculty member or student must submit proof of recovery to the District or Facility, if requested.

8. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

9. TERM OF AGREEMENT

This Agreement is effective on the later of April 10, 2019, or when fully executed, and shall remain in effect until June 7, 2019. This Agreement may be terminated by either party at any time upon 60 days written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

10. FINANCIAL CONSIDERATION

- a. The District and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the District or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- b. The Facility is not required to reimburse the District faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

11. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

Neither the District nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

12. STATE AUDIT

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the District and the Legislative Auditor.

13. DATA PRIVACY

The requirements of 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 apply to this contract. The Facility and District must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the District in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the District.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the District. The District will give the Facility instructions concerning the release of the data to the requesting party before the data is released. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

14. OTHER PROVISIONS

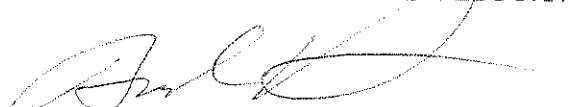
a. Notices.

All notices to be given by Facility to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bradley Vieths, Vocational Programs Coordinator, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Facility shall be deemed to have been given by depositing the same in writing in the United States Mail to:


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.

INDEPENDENT SCHOOL DISTRICT NO. 709

FACILITY The North Shore Estates

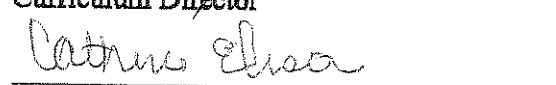


Program Director

Facility Signature 

 38-19

Curriculum Director



CFO/Executive Director of Business Services

Taxpayer ID Number 812 619 707

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 24th day of January, 2019

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Craig Menozzi

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Craig Menozzi (the “Parties”) entered into the contract (the “Contract”) dated September 5, for the purpose of:
 - a. Review previous Denfeld SWOT analysis from 2017.
 - b. Spend time at Denfeld High School prior to the formal assessment being visible; and
 - c. interacting with students and staff during the school day.
 - d. Do a comprehensive assessment for Denfeld High School.
 - e. Gather data through informal conversations and formal focus groups.
 - f. Analyze the findings.
 - g. Submit a final report including recommendations.
 - h. Denfeld team, with recommendations from Craig, will then develop an action plan for implementation.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the “Agreement”).
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. Dates of Services. Original effective dates of the Contract were September 5, 2018 through June 30, 2020. This amendment would change the effective date of the contract to August 22, 2018.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.


Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

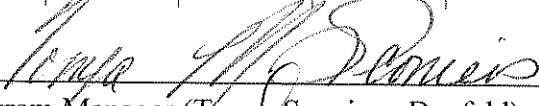
4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.


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.

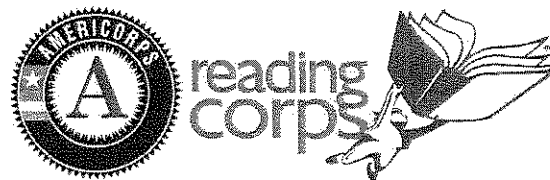

Contractor Signature 3/5/19
Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

01	211	215	317	000	130500
XX	XXX	XXX	XXX	XXX	XXXXXX


Program Manager (Tonya Sconiers, Denfeld) 1/24/19 : 2/24/19
Date


CFO/Superintendent 3/11/19
Date



K-3 Reading Corps Site Agreement: 2019-20

The purpose of this agreement is to establish the basic parameters of the service site's participation in Reading Corps for the 2019-20 program year.

Reasonable accommodations provided upon request. This document is available in alternative formats.

- We recommend that you read this thoroughly and give a copy to your Internal Coach.
- We must have an electronically signed copy of the certification page on file before a tutor can be offered a position at your site. Please submit by March 20, 2019. You must complete the electronic version in its entirety to certify that you've read the agreement.
- By the first day of school, the site must designate a staff person(s) to become an Internal Coach and be registered for Institute.
- The award made to your school through this Site Agreement is pending federal and state funding decisions, which are typically received between May-June. The number of tutors awarded may decrease or increase depending on the outcomes of these funding decisions.

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Introductory Information

AmeriCorps Overview

Reading Corps is an AmeriCorps program. AmeriCorps is often called the “domestic Peace Corps.” It is a national service program that engages people in a service commitment, ranging from 5 months to one year, to service in meeting needs in their local communities. Since the program’s founding in 1994, more than one million AmeriCorps members have contributed more than 1.4 billion hours of service across America. For more information, visit www.americorps.gov.

Reading Corps Overview

Reading Corps is a proven initiative to help every child become a successful reader by the end of 3rd grade. Reading Corps effectively blends the people power of AmeriCorps with the science of how children learn to read. Reading Corps is now reaching nearly 40,000 students.

Program Partners

ServeMinnesota	State Commission on AmeriCorps programs partners in working to ensure Reading Corps has the necessary funding to operate and the model is being implemented with fidelity
Reading & Math, Inc.	The fiscal host or agent for the Reading Corps program
ServeMinnesota and Reading & Math, Inc.	Provides training, technical assistance, and program evaluation to states in implementation and replication of the Reading Corps model; ServeMinnesota is the owner of the Reading Corps proprietary material. (Title to Proprietary Materials developed with the assistance of federal grant funding may also be governed by federal regulation at 2 C.F.R. § 200.315)

Roles in Reading Corps

Reading Corps member or tutor	Makes a commitment to serve for one year as an AmeriCorps member, serving as a literacy tutor in the Reading Corps program to provide literacy support to students.
Internal Coach	Trained by Reading Corps to provide on-site literacy support and oversight to the Reading Corps tutor. The Internal Coach is a school employee, not a Reading Corps tutor.
Master Coach	Literacy content expert who supports the Internal Coach in providing literacy support and guidance. Master Coach has a contract through Reading Corps.
Reading Corps program staff	Provide management and oversight to the Reading Corps program, including tutor management, site management, and compliance with AmeriCorps regulations.

Responsibility of the Service Site: **School Expectations**

I. ROLE

A school partnering with Reading Corps is referred to as a site. This is the location where a Reading Corps tutor is placed and performs his or her daily service.

II. WHO PLAYS THE PART

School administration (principal) and other staff

III. RESPONSIBILITIES

A. Commitment to the Reading Corps model

The site will commit to adhering to the Reading Corps model, as described below, to ensure the Reading Corps model is implemented with a high degree of fidelity at the site. Materials are intended for use by Reading Corps tutors and Internal Coaches, in their prescribed fashion only, unless otherwise approved by Reading & Math, Inc. and ServeMinnesota.

1. Have a mechanism in place to identify K-3 students who do not receive supplemental reading services (including special education or Title I) but are in need of additional support to meet state reading standards.
2. Follow the Reading Corps Eligibility Scores Table to determine which students are eligible for Reading Corps services. Reading Corps uses criterion reference target scores at each grade level to determine which students are eligible for tutoring.
3. Support the implementation of Reading Corps's research-based literacy interventions:

1. Letter/Sound Correspondence	6. Newscaster Reading
2. Phoneme Blending	7. Duet Reading
3. Phoneme Segmenting	8. Pencil Tap
4. Word Blending	9. Stop/Go
5. Repeated Reading w/ Comprehension Strategy Practice	10. Great Leaps *

** Note: Reading Corps provides the Great Leaps intervention and binder, and these materials remain the property of the program. Reading Corps asks that the site be responsible for maintaining and housing them in such a fashion that they can be re-used annually.*

4. Ensure that students receiving Reading Corps services are provided targeted literacy interventions for 20 minutes each day, five days a week* (100 minutes weekly). Students should not be served by Reading Corps during teacher-led core reading or math instruction.
* *Exceptions will be made for schools that are only open four days per week.*
5. Support Reading Corps benchmarking (also known as screening data collection) during the fall, winter, and spring benchmark periods for current participants and participants from previous years. Fall benchmarking should happen as early as possible within the window in order for selection of students and for tutoring to commence quickly. Oversee weekly progress monitoring for participating students to guide tutoring interventions. Reading

Corps tutors are responsible for recording this data into the online data management system used by Reading Corps.

6. Coordinate tutoring interventions with the Internal Coach and/or teachers based on the needs of each individual student.
7. Ensure that Reading Corps tutors consistently serve a full caseload of students daily: Full-Time (FT) tutor: active caseload of 15-18 students; Part-Time (PT) tutor: active caseload of 10-15 students; Reduced Part-Time (RPT) tutor: active caseload of 8-15 students.
8. Adhere to the exit criteria guidelines set by Reading Corps that establish when a student is ready to be exited from Reading Corps services.
9. Provide demographic data & state-assigned student ID number for students receiving Reading Corps services. Support the Reading Corps programs in following federal (i.e., FERPA) and state regulations for data security and sharing.
10. Support activities and strategies that promote family involvement and increase the reading rich environment of the site, including the implementation of the Read at Home (RAH!)* family literacy intervention. In collaboration with the Reading Corps tutor, communicate with the parents of students who are receiving Reading Corps services.

Sites with a Kindergarten-Focus (K-Focus) Tutor: Enable Kindergarten-Focused Tutor to conduct five- day Repeated Read Aloud and targeted skill practice with assigned kindergarten students every school day. Each assigned kindergarten student will have two 20-minute tutoring sessions every day; a small group session and a pair tutoring session.

** Note: Reading Corps provides RAH! materials annually, but asks that the site be responsible for inventorying and housing extra materials from one program year to the next.*

B. AmeriCorps service environment

Reading Corps values the diversity of our staff, members, site partners, and students we serve. We value both the visible and invisible diversity present within our program. Reading & Math, Inc. believes that we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. By agreeing to be a site with Reading Corps you are committing to join our program in this continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences.

Inclusive Environment: Provide the tutor with a safe and welcoming service environment. Treat tutors as part of the staff team, including inviting them to participate in staff activities and workshops, and in staff communication (e.g. adding to a staff email list). Tutors should be given a tour of the school and be personally introduced at a staff meeting or in a similar setting. Educate all staff about the purpose of the tutor position, and provide relevant updates to staff regarding Reading Corps in the building. The site is responsible for recovering site property that may be issued to tutor for use during the service term.

Commitment to Service: As an Organizational Value, we are committed to each other and the people we serve. As an AmeriCorps Program, our Members are committed to and contributing to positive change every day. To further support the Mission and Values of Reading & Math, Inc., we encourage and expect our Members to participate in national days

of service, such as Martin Luther King Jr Day and September 11th. We appreciate the support of our partnering schools / sites in this expectation.

Accessible Service Location: The service site must be accessible to people with disabilities.

Reasonable Accommodations: The service site will work with staff if a Reading Corps tutor requests reasonable accommodations in order to complete the essential functions of the position description.

Non-displacement: Per AmeriCorps regulations, members may not engage in service that displaces, even partially, an employee or position, or infringes on the promotional opportunity of an employed individual. Members may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee. Reading Corps tutors are not to be counted in the teacher-student ratio. Examples of inappropriate indirect service may include subbing in a classroom, lunch duty, playground supervision, answering phones, running errands, taking the place of a stipend/paid position coaching sports or clubs, etc. Reference: 45 CFR §1216

Workspace and tutoring space: Provide tutors reasonable workspace to prepare for tutoring sessions and a locked drawer to store confidential student data. Provide reasonable and quiet space for tutors to work with individual students during the day.

Computer and Internet access: Provide the tutor access to a regularly updated computer with Internet access for Reading Corps related purposes (e.g., completing time sheets, entering student data, checking e-mail). The computer used by the tutor must have a modern web browser (Chrome, Firefox, or Safari) installed in either the browser's current or next-most-recent version, and should operate at a speed at least on par with computers used by staff. Any firewall software in use must permit unhindered and unrestricted access to all websites necessary for completing required Reading Corps related tasks and reviewing online Reading Corps support and training materials (e.g., viewing training videos posted to Vimeo). Issue an accessible e-mail address if common e-mail providers are blocked at the site.

AmeriCorps signage: Post an AmeriCorps sign provided by Reading & Math, Inc. in a visible location, preferably in the front office, to identify the school as an AmeriCorps site.

School name badge (optional): Provide the tutor with a school name badge, if required according to the personnel policies of the service site. A Reading Corps name badge will be provided by Reading & Math, Inc.

C. Staff support

1. **Administrative support:** The principal or executive director should be an advocate for the Reading Corps program in their building and ensure the staff is supportive of the program and the tutor(s). The administrator, in cooperation with Reading & Math, Inc. program staff, will aid the Internal Coach in overseeing tutor performance management.
2. **Internal Coach:** By the first day of the school, the site must designate a staff person(s) to become an Internal Coach and allow sufficient time for them to fulfill Reading Corps responsibilities (6-9 hours per tutor per month, plus training). Internal Coaches provide

literacy support and oversight of tutor(s); they may not be AmeriCorps members themselves. It is recommended that the Internal Coach **not** be a classroom teacher to allow for sufficient time for tutor observations.

If the designated Internal Coach is not able to complete the program year (e.g., takes a leave of absence from their position at the site), the site is required to designate or hire someone to serve as the Internal Coach for the remainder of the program year and may be responsible for paying Reading & Math, Inc. for all of its training costs for the new coach.

Review Internal Coach Responsibilities section for complete information about Internal Coach responsibilities and expectations.

D. Tutor Recruitment & Selection

The site will support tutor recruitment in its community, with the goal of filling all awarded tutor positions by **June 30, 2019**. **Tutor recruitment will continue until all positions are filled.** Reading & Math, Inc reserves the right to 1) re-allocate those positions to another site or 2) place tutors at the site without the site's involvement.

Reading & Math, Inc will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, age, or any other category protected by law.

1. **Tutor Selection Process:** Reading & Math, Inc. program staff responsibilities include interviewing, extending an offer, and conducting background checks as part of the tutor selection process. The site will not extend an official offer to any applicant nor otherwise veer from the selection process. Reading & Math, Inc. reserves the right to make the final decision regarding the selection of tutors and to enforce a fair and equitable process.
2. **Background Checks*:** Tutor service is contingent upon successful completion of a three-part federally mandated background check. More information is in *the Reading & Math, Inc. Staff Responsibilities* section of this agreement. So as not to delay student service, tutors may need to be accompanied while their FBI fingerprint check is pending. An individual is accompanied when they are in the physical presence of a person cleared for access to vulnerable populations. The site is responsible for verifying and documenting accompaniment during this period.

**The aforementioned is applicable to Reading Corps Fellows placed at Sites as well. Should additional checks be requested (background, TB or otherwise) it will be at the expense of the Site.*

3. **Replacing Tutors:** In most cases, the site may not replace a tutor who exits the program early. However, sites are allowed to replace a tutor who terminates service before completing 15% of the term, provided there is a Reading & Math, Inc. -approved individual training plan for the new tutor.

Sites may not replace a tutor in the following instances: 1) the exited tutor is eligible for a pro-rated education award or has completed more than 15% of the term, 2) other

Reading Corps sites have not filled allotted tutor slots, or 3) the tutor has been removed from the site by Reading & Math, Inc. The site may not refill the same slot more than once.

E. Tutor Retention

The site may not hire its tutor (or a tutor currently serving at another site) as a staff person during his or her term of service if it will prevent the tutor from fulfilling his or her service responsibilities. Sites are encouraged to ask job applicants if they are currently serving as a Reading Corps tutor. Every reasonable effort should be made to support a tutor in the completion of their Reading Corps commitment. However, hiring a tutor as an employee is allowable if a tutor is moving from welfare to work.

F. In-Kind Contribution Reporting

Sites will complete In-Kind Contribution Report(s). In-kind is a contribution made in the form of goods or services. The school's non-monetary contribution is necessary in order for Reading & Math, Inc. to operate and includes the value of items such as the following: 1) space, 2) office furniture, 3) phone/Internet, 4) computer, 5) photocopies, 6) internal coach's time dedicated to supporting Reading Corps.

Responsibility of the Service Site: **Internal Coach Responsibilities**

I. ROLE

The Internal Coach is designated by the principal and will be trained by Reading Corps to provide literacy support and oversight to the Reading Corps tutors. Internal Coaches will uphold the Reading Corps model and act as a liaison between teachers and tutors or program staff.

II. WHO PLAYS THE PART

School psychologists, RTI Specialists, reading teachers, literacy specialists, or instructional coaches are excellent candidates for Internal Coaches. Classroom teachers and administrators are typically not good candidates for Internal Coaches because it is difficult to find time to conduct observations during the school day. Reading Corps tutors may not be Internal Coaches.

An Internal Coach should:

- Be knowledgeable about the use of curriculum-based measurement
- Be knowledgeable about scripted reading interventions (Standard Treatment Protocol)
- Have time available to dedicate to the program, including attending required training and conducting coaching sessions
- Be knowledgeable in reading instruction

Background Check Requirement:

To comply with a regulation of our federal funder, Reading & Math, Inc. must conduct a National Service Criminal History Check, which includes an FBI fingerprint check, on Internal Coaches.

III. RESPONSIBILITIES & TIME COMMITMENT

Internal Coaches dedicate approximately 6-9 hours **per tutor** per month to Reading Corps, with more Internal Coaching time at the beginning of term of service and with first year tutors.

Additionally:

New Internal Coaches are required to attend 4 days of training total; this includes 3 days at Reading Corps Institute training the week of August 12, 2019 (pre-service typically held during August) and 1 day of training in the fall.

New K-Focus Internal Coaches also have an additional 4 hour webinar in the fall.

Returning Internal Coaches* are required to attend 2 days of training total; this includes one day at Reading Corps Institute training the week of August 12, 2019 (pre-service typically held during August) and 1 day of training in the fall.

*Returning Internal Coaches that have completed 2 years of Reading Corps Institute may have the option to test out of the 2019 Institute.

Required training + coaching for **1 tutor** = approx 0.1 FTE

Required training + coaching for **2 tutors** = approx 0.15 FTE

Required training + coaching for **3 tutors** = approx 0.2 FTE

1. **On-site orientation:** Provide an on-site orientation for the Reading Corps tutor. This will include a tour of the building, explanation of site policies (including dress code and child confidentiality), site expectations for the Reading Corps tutor, etc.
2. **Tutor Time Sheet Approval:** Approve tutor time sheets by the deadline. If a tutor's time sheet is not approved by the deadline for the pay period, the tutor's living allowance payment will be delayed.
3. **Tutor development:** Provide support to allow the tutor to develop professionally throughout the year, including inviting the tutor to participate in professional development opportunities at the site and/or district.
4. **Intervention Integrity Checks:** Complete an intervention integrity checklist twice-monthly (more often for pilots) for each intervention observed, provide feedback to the tutor, and enter intervention integrity check data into RCDMS [or] submit completed form(s) to Master Coach.
5. **Assessment fidelity checks:** Complete an Observing and Rating Administrator Accuracy (ORAA) three times a year during the benchmark periods. This must be completed until the administration by tutor is reliable and standardized, 95% accuracy. Enter assessment fidelity check data into RCDMS [or] submit completed form(s) to Master Coach
6. **Setting a schedule:** Develop a daily schedule with the tutor that includes:
 - a. Adequate time to complete hours of service per day:
 - Full-Time (FT) tutor serves 35 hours/week
 - Part-Time (PT) tutor serves 25 hours/week
 - Reduced Part-Time (RPT) tutor serves 18 hours/weekat the site for the school year
7. An active caseload of students at any given time (15-18 students for Full-Time tutors and 10-12 students for Part-Time tutors and 8-15 students for Reduced Part-Time), with tutoring sessions occurring each day for 20 minute sessions.
 - a. Intentional literacy activities - the hours served by tutors, when they cannot be directly tutoring, should be intentional, literacy-forwarding activities that supplement their tutoring.
 - b. Sufficient time to complete data entry and respond to email (using a computer at the school); sufficient time to meet with the Internal Coach and prepare for tutoring sessions.
8. **Selecting passages:** Select and give tutors access to numbered and grade-level passages to use during tutoring sessions (e.g., Read Naturally, Easy CBM, Reading A to Z). Passages may not contain pictures. The progress monitoring and benchmarking passages should not be used during intervention time.
9. **Student and Intervention Management:** Work collaboratively with the tutor to select and exit students, and to determine appropriate reading interventions.
10. **Data Management:**

- a. Ensure that student data required by the Reading Corps model, and disclosed pursuant to the site's participation in Reading Corps as set forth in this agreement, is protected and records maintained in accordance with the data protection policies of the service site and the *Data and Evaluation* section of this agreement.
 - b. Verify the tutor has input the following information in the Reading Corps data management system:
 - i. Each student listed on the weekly schedule has an individual graph
 - ii. Data is up-to-date
 - iii. Interventions lines are added, as needed
 - c. Review and discuss progress monitoring graphs monthly utilizing the data decision making guidelines:
 - i. Ensure tutor is accurately entering student data into the Reading Corps data management system
 - ii. Determine which interventions should be changed for students not making sufficient progress
 - iii. Determine which students have met their goals and can be exited from service
 - d. Ensure accurate demographic information has been entered for each student.
11. **Consultation with Master Coach:** A Master Coach will meet with the Internal Coach and tutor(s) to conduct fidelity and integrity checks and review student progress. The frequency of Master Coach visits ranges from three times per year to once a month, depending on the site and Internal Coach's experience with Reading Corps. Additionally, Master Coaches, Internal Coaches, and tutors engage in monthly discussions and review of student data/progress.
12. **Tutor Performance Management:** Foster a growth-oriented learning environment for the tutor and support tutor professional development throughout the service term. Work closely with program staff and principal/administrator to address performance issues, if they arise. Tutors are expected to adhere to Reading Corps policies as well as site policies and procedures regarding issues such as confidentiality, safety, dress code, attendance, site behavior norms, etc. The site does not have the authority to dismiss a tutor, but should work in collaboration with Reading Corps program staff in enacting the Reading Corps disciplinary procedure. Notify program staff immediately of any performance concerns and document all observations timely and objectively.
13. **Administrative Duties**
- a. Complete a semi-annual program survey
 - b. Participate in up to two site visits with program staff
 - c. Complete a tutor performance evaluation two times per year
 - d. Establish and maintain a sign-in/sign-out procedure on site for the Reading Corps tutor
 - e. Submit in-kind time sheets to record time contributed towards Reading Corps by requested deadlines.
14. **Special Site Visits:** Participate in special site visits to highlight and demonstrate the effectiveness of the Reading Corps program. These site visits may include representatives from the media, legislature, corporations, and other parties involved in

funding. Participation in special site visits may require time beyond the normal 6-9 hours per tutor per month allotted for Internal Coaches.

- 15. **Pilots:** Pilots may occur throughout the program year. Pilots enable Reading Corps to explore innovative strategies to better serve students to improve literacy outcomes. Internal Coaches will be consulted as to the interest, capacity, and fit of the site. If a partnering site agrees to participate in a pilot, time estimates for additional or modified responsibilities will be provided. Pilots will be confirmed with an addendum to the Site Agreement.
- 16. **Training: *New Internal Coaches*** are required to attend 4 days of training total; this includes 3 days at Reading Corps Institute training the week of August 12, 2019 (pre-service typically held in August) and 1 day of training in the fall.
New K-Focus Internal Coaches also have an additional 4 hour webinar in the fall.
Returning Internal Coaches* are required to attend 2 days of training total; this includes one day at Reading Corps Institute training the week of August 12, 2019 (pre-service typically held during August) and 1 day of training in the fall.

*Returning Internal Coaches that have completed 2 years of Reading Corps Institute may have the option to test out of the 2019 Institute. Note: The time to attend training is in addition to the 6-9 hours per tutor per month calculation.

If circumstances make it impossible for an Internal Coach to attend Reading Corps Institute or required training sessions on the dates scheduled, they must attend a make-up training session. Reading & Math, Inc. reserves the right to assess a fee to the site due to the costs incurred to the program by offering make-up session(s). The costs associated with Internal Coaches attending training are outlined in the table below.

Training Cost	Payment Responsibility of Site	Payment Responsibility of Reading & Math, Inc.
Training Fee for Regularly Scheduled Training Sessions		X
Training Fee for Make-up Training Session	X <i>(costs may vary from \$150-\$700 depending on the training)</i>	
Internal Coach Compensation	X	
Transportation (mileage, etc.)	X	
Event Parking/Hotel Parking	X	
Hotel	X	
Overnight Meals	X	
Training Materials		X
Lunch for full-day trainings		X

Responsibility of Reading & Math, Inc. (Reading Corps):
Master Coach Responsibilities

I. ROLE

The Master Coach provides direct coaching support to the Internal Coach and Reading Corps tutors, supporting implementation and ensuring fidelity to the model. Master Coaches will observe tutors conducting benchmark assessments and implementing interventions, review student performance using individual student graphs, and facilitate communication with Internal Coaches regarding program implementation.

II. WHO PLAYS THE PART

Master Coaches are contracted consultants for Reading Corps who have education and experience in literacy interventions and assessments.

III. RESPONSIBILITIES

A. Training

Participate and/or provide training to tutors and Internal Coaches at Reading Corps Institute the week of August 12, 2019, at additional training sessions, and throughout the program year.

B. Support of Reading Corps Implementation

1. **Benchmark Preparations:** Communicate with the Internal Coach and Reading Corps tutor(s) in preparation for fall, winter, and spring benchmarking.
2. **Assessment Fidelity Checks:** Perform fidelity checks with the Internal Coach as the tutor administers the benchmark assessments to ensure reliability and to verify that data are being recorded completely and entered in a timely manner for each student.
3. **Alignment of Tutoring:** Facilitate ongoing communication with the Internal Coach about the alignment of Reading Corps tutoring with the core literacy program and individual student needs.
4. **Selection of Eligible Students:** Provide consultation, as needed, to the site regarding identification and prioritization of students who will participate in the program. This selection may occur in the spring prior to the current school year (via current tutors and/or spring benchmark data) or in the fall after benchmarking.
5. **Assessment Data:** Support the Internal Coach in supervising the collection of benchmark and progress monitoring assessment data. Ensure the progress monitoring and tutor log data are recorded weekly into the Reading Corps data management system.
6. **Assessment Interpretation and Feedback:** Participate in assessment feedback sessions at the site. Frequency of site visits range from three times per year to once a month, depending on the Internal Coach's and site's experience with Reading Corps. Each session will last approximately one hour per tutor, depending on individual needs. The assessment data and/or individual student progress will be reviewed and tutors equipped to adjust the interventions used, if needed. Additionally, Master Coaches,

Internal Coaches, and tutors engage in monthly discussions and review of student data/progress.

7. **Review of Student Graphs:** Review all student graphs in the Reading Corps data management system with the Internal Coach.

C. Communication

The Master Coach will communicate openly with all parties.

1. **Supervisory Support:** Support the Internal Coach in providing direction to the tutor regarding literacy-related issues (e.g., intervention implementation, student assessment, data entry).
2. **Literacy Questions:** Answer literacy-related inquiries from the Internal Coach. If a tutor has a literacy-related question, it should be directed to his or her Internal Coach. If the Internal Coach is unable to answer the question, the Internal Coach should consult with the Master Coach and relay the information back to the tutor.
3. **Updates:** Provide program updates to the Internal Coach, program staff, and Master Coach Coordinator as needed.

Responsibility of Reading & Math, Inc. (Reading Corps):
Reading & Math, Inc. Program Staff Responsibilities

I. ROLE

Reading & Math, Inc. program staff are employees of Reading & Math, Inc. They are responsible for providing oversight to the Reading Corps program, including tutor management and site management, and compliance with state and federal AmeriCorps regulations.

II. WHO PLAYS THE PART

A Reading & Math, Inc. staff member, Program Manager or Recruiter, collaborating with or consigning to other departments in the organization as appropriate.

III. RESPONSIBILITIES

A. Tutor Recruitment

A Reading & Math, Inc. program staff will coordinate recruitment efforts and provide additional guidance and support to sites in facilitating their own recruitment efforts.

B. Tutor Selection Process

The Reading & Math, Inc. program staff will have primary responsibility in interviewing, selecting, and placing Reading Corps tutors during the spring/summer of 2019.

1. **Interviewing and selection:** Reading & Math, Inc. program staff will screen all applications. They will conduct a phone interview of all eligible applicants. Program staff has the responsibility and authority to extend an offer for a position to an applicant. Reading & Math, Inc. reserves the right to make final selection decisions.
2. **Background Checks*:** Tutor service is contingent upon successful completion of a three-part federally mandated background check (FBI, statewide repository, and sex offender registry checks). Reading & Math, Inc. will conduct and pay for these checks. Program staff will notify sites if the applicant does not clear the background screening. Background check results cannot be shared with sites without written permission from the applicant.

**The aforementioned is applicable to Fellows placed at Sites as well. Should additional checks be requested (background, TB or otherwise) it will be at the expense of the Site.*

Reading & Math, Inc. will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, age, or any other category protected by law.

C. Tutor Management

1. **Tutor and Internal Coach training:** The Reading & Math, Inc. program staff is responsible for coordinating the logistics and scheduling the tutor and Internal Coach trainings that occur throughout the year.

2. **Reading Corps Data Management System Account:** The Reading & Math, Inc. program staff will provide information to the system administrator to set-up each user's account prior to their attendance at training in the Reading Corps data management system. Reading & Math, Inc. pays for the cost of the Reading Corps data management system.
3. **Site Visits:** Reading & Math, Inc. program staff will conduct site visit(s) during the year with each tutor, Internal Coach, and principal. Site visits may occur in person or via phone or internet. Program staff have discretion on the method of the site visit.
4. **Monitoring Program Requirements:** Reading & Math, Inc. program staff will track and monitor each tutor's progress in completing program requirements and provide timely updates to the Internal Coach to ensure tutors will complete required service hours by the end of their term of service.
5. **Tutor Personnel File:** Reading & Math, Inc. is responsible for completing and maintaining a personnel file for each tutor, which includes all required documents (e.g., time sheets, disciplinary action, performance evaluations, etc.)
6. **Tutor Benefits:** Reading & Math, Inc. and AmeriCorps are responsible for administering and overseeing the tutor benefits (as applicable), including: living allowance, education award, health insurance, federal student loan forbearance, and child care reimbursement.
7. **Conflict resolution:** Reading & Math, Inc. program staff will work together with the Internal Coach and tutor to resolve issues, as warranted. The Reading & Math, Inc. program staff, not the service site, has the authority to terminate a Reading Corps tutor's term of service. Reading & Math, Inc. maintains a formal grievance procedure.

D. Collect In-Kind Contributions

Reading & Math, Inc. program staff will monitor and approve in-kind reports submitted by the Internal Coach and administration.

Data and Evaluation

For questions related to Reading & Math, Inc. data collection, evaluation, and research, please contact:

David Parker, Vice President of Research and Development
david@serveminnesota.org or 612-746-1394

A. Data Privacy, Security, and Protection

1. RMI partners with ServeMinnesota, an AmeriCorps commission, to conduct studies for improving instruction and thus performs an institutional service and function for which the site would otherwise use employees. Data provided by DISTRICT/SITE to ServeMinnesota and RMI are provided for the sole purpose of furthering educational outcomes for students served by the Reading Corps Program.
2. The service site understands that it is making available to RMI some legally protected student data solely for the purpose of implementing the Reading Corps program, including for research for the purposes of improving educational outcomes for students. Tutors and Coaches that implement the Reading Corps program¹ will collect and record additional protected data as they implement the Reading Corps model. RMI requires that the service site take all necessary steps to protect student data as required by law.
3. RMI implements a unique approach to strengthening student reading capacity through the Reading Corps model. The Reading Corps model is designed to improve individual student reading skills using, among other components, student data to be responsive to specific student needs. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data² supplied by DISTRICT/SITE to ServeMinnesota and Reading & Math, Inc (RMI).

B. Reading Corps Data Collection

Reading Corps tutors and/or coaches collect the following data throughout the school year: 1) student assessment data, 2) tutor log data, and 3) fidelity data.

1. Student Assessment Data

Curriculum based measures (CBM) are assessments educators use to determine how students are progressing in relation to the instruction being given and the interventions that are being implemented.

- The CBM measures Reading Corps uses are from FastBridge Learning.
- The CBM measures are quick (1-3 minute) assessments tutors will use for benchmarking (three times per year) and progress monitoring (weekly) of Reading Corps students.
- Reading Corps provides tutors and coaches with access to the FastBridge Learning probes that are licensed for use within the Reading Corps program. Use of FastBridge Learning materials provided by Reading Corps are limited to use only within the Reading Corps program by its tutors, trainers, coaches; materials are not be copied or reproduced in any way and shall be used solely for the purpose of the Reading Corps program.

¹ Hereinafter referred to as "Tutors and Coaches"

² Personally identifiable data in this instance refers to any data defined as private information under federal and state law, and any non-private information that, when used in combination, may reveal private information on individuals.

- Reading Corps tutors are responsible for administering the assessments; Internal Coaches are responsible for observing the tutor for assessment reliability.
 - Reading Corps tutors are responsible for entering benchmarking and progress monitoring data into the Reading Corps data management system.
- a. **Benchmark Data:** Reading Corps tutors collect benchmark data three times throughout the year during the specified assessment windows set by Reading & Math, Inc. Students tested include those currently receiving Reading Corps services, those who have exited from Reading Corps services, and those who have received services in previous years. Table 1 lists the assessments that are administered at each benchmark collection period.

Table 1: Benchmark Assessments

	Fall Benchmark	Winter Benchmark	Spring Benchmark
	Aug 12 – Sept 20, 2019	Jan 6 – Jan 24, 2020	April 27 – May 15, 2020
K	<ul style="list-style-type: none"> • Test of Letter Names • Test of Letter Sounds 	<ul style="list-style-type: none"> • Test of Letter Names • Test of Letter Sounds • Test of Nonsense Words (English) 	<ul style="list-style-type: none"> • Test of Letter Names • Test of Letter Sounds • Test of Nonsense Words (English)
1	<ul style="list-style-type: none"> • Test of Letter Sounds • Test of Nonsense Words (English) 	<ul style="list-style-type: none"> • Test of Nonsense Words (English) • CBM-Reading (3 passages) 	<ul style="list-style-type: none"> • CBM-Reading (3 passages)
2	<ul style="list-style-type: none"> • CBM-Reading (3 passages) 	<ul style="list-style-type: none"> • CBM-Reading (3 passages) 	<ul style="list-style-type: none"> • CBM-Reading (3 passages)
3	<ul style="list-style-type: none"> • CBM-Reading (3 passages) 	<ul style="list-style-type: none"> • CBM-Reading (3 passages) 	<ul style="list-style-type: none"> • CBM-Reading (3 passages)

- b. **Progress Monitoring Data:** Reading Corps tutors conduct 1-minute progress monitoring assessments with students they are serving using a different grade-level progress monitoring probe each week (see Table 2). The tutor administers the 1-minute assessment within each student's 20-minute Reading Corps tutoring session one time per week. Progress monitoring allows tutors and Internal Coaches to chart student progress, gauge effectiveness of current interventions, and determine when students are ready to be exited from Reading Corps services. Each student's progress monitoring graph is reviewed monthly by a collaborative team of tutors and coaches.

Table 2: Progress Monitoring Assessments

K	<ul style="list-style-type: none"> • Test of Letter Sounds
1	<ul style="list-style-type: none"> • Test of Nonsense Words (Eng) (September – mid-March) • CBM-Reading (January – May)
2	<ul style="list-style-type: none"> • CBM-Reading
3	<ul style="list-style-type: none"> • CBM-Reading

2. Tutor Log Data

Reading Corps tutors will maintain a tutor log to document the number of minutes and the number of sessions each student receives of Reading Corps services each week.

Reading Corps tutors will be responsible for entering this data into the Reading Corps data management system weekly.

3. Fidelity Data

Internal and Master Coaches will be responsible for using the Observing & Rating Administrator Accuracy (ORAA) checklist to observe tutors administering and scoring student assessments prior to each benchmark window (fall, winter, and spring) to ensure reliability. Internal and Master Coaches will also be responsible for using Intervention Integrity Observation Checklists to observe tutors using the prescribed interventions to ensure fidelity.

C. Student Demographic Information

The school will provide the tutor with accurate demographic information for each student receiving services through Reading Corps. The required information includes: state-assigned student ID number and/or district-assigned student ID number, first name, last name, gender, race/ethnic background, primary language, ELL (English Language Learner) status. The following information is optional: Special Education status, date of birth.

D. Reading Corps Data Management System

Tutors log assessment data, student demographic data, and intervention details in the Reading Corps data management system. This is a secure and reliable web-based application with industry standard access control. Participating students can be identified by their state-assigned student ID number and/or district-assigned student ID number, demographic characteristics, and first and last name. The Internal Coach, Master Coach, program staff, and designated program evaluators will have access to student data for their assigned sites; unauthorized users do not have access to any student level information. External program evaluators will only receive de-identified student data. The data entered into the system is maintained by ServeMinnesota.

Tutors will require adequate time to enter student data into the Reading Corps data management system during school hours, as they are not allowed to remove data from the site (with exception of some required Reading Corps training sessions where participants learn how to use their data). Schools should also provide a locked location for tutors to store student data in paper/pencil form. Tutors receive data confidentiality training during Reading Corps Institute.

E. Reporting Outcomes & Research Activities

ServeMinnesota and its Reading Corps affiliates are required to routinely report outcomes to stakeholders, including federal, state, and private funders. ServeMinnesota and its Reading Corps affiliates also engage in research and development designed to advance understanding of the Reading Corps model as well as literacy development and instruction in general. Such activities do NOT disclose identifiable student information in any reports, publications, or presentations

Research Requests: Reading and Math, Inc. and ServeMinnesota has have a formal research request process that can be used by parties interested in collaborating to answer empirical questions via access to program data. Program data includes demographic as well as service and performance data. Data privacy and confidentiality must be maintained by any researcher

provided access to Reading Corps data. Detailed information regarding the process and procedures to be followed by researchers are outlined in the research request forms. To access research request forms, please contact David Parker, Vice President of Research and Development, at david@serveminnesota.org.

Federal Policies:
Prohibited Activities for AmeriCorps Members

Note: It is advisable that the Internal Coach keep the following list of prohibitions in mind when reviewing Reading Corps member time sheets.

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service (Corporation), staff and members may not engage in the following activities:

- (1) Attempting to influence legislation;
- (2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- (3) Assisting, promoting, or deterring union organizing;
- (4) Impairing existing contracts for services or collective bargaining agreements;
- (5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- (6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- (7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- (8) Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
- (9) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- (10) Providing abortion services or referrals for receipt of such services; and
- (11) Such other activities as the Corporation may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo or Reading Corps logo while doing so.

[Reference: 45 CFR §2520.65]

Fundraising

The AmeriCorps member must abide by the regulations governing fundraising activities during the term of service.

[References: 45 CFR §2520.40 and 45 CFR §2520.45]

Not all examples listed in the regulations may be applicable.

Federal Policies:

Non-duplication and Non-displacement Policy

- **Nonduplication.** The Corporation for National and Community Service (Corporation) assistance, which is the funding that supports Reading Corps, may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of the 'nondisplacement' paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
[Reference: 45 CFR §2540.100(e)]

- **Nondisplacement.**
 1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
 2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
 3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
 4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
 5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 - Will supplant the hiring of employed workers; or
 - Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any:
 - Presently employed worker;
 - Employee who recently resigned or was discharged;
 - Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - Employee on leave (terminal, temporary, vacation, emergency, or sick); or
 - Employee who is on strike or who is being locked out.

[Reference: 45 CFR §2540.100(f)]

Federal Policies:
Non-discrimination Policy

Reading Corps will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, age, or any other category protected by law.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

Reading & Math, Inc. 2400 Park Ave Minneapolis, MN 55404 (612) 206-3030
or

Office of Civil Rights and Inclusiveness, Corporation for National and Community Service
250 E Street, SW
Washington, D.C. 20525
(202) 606-7503 (voice); (800) 833-3722 (TTY); eo@cns.gov (e-mail)

Reading Corps makes every effort to ensure that its placement agencies have similar non-discrimination policies. Tutors with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their immediate supervisor, superior, and/or Reading Corps program staff. If the placement agency is found to be engaging in such activities, removal of current tutor(s) and denial of future tutors at that agency may result.

Discrimination on the part of fellow Reading Corps tutors also will not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the program. Reading Corps will not tolerate harassment of any kind. Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches, abusive or degrading language, graphic or suggestive comments, or displaying inappropriate objects or pictures. Any tutor who believes that they have been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or Reading Corps program staff. Any tutor who is found to have engaged in harassment will be subject to appropriate discipline, up to and including expulsion from Reading Corps.

Note to service sites: In any case of discrimination related to a Reading Corps tutor, the service site must contact the Reading Corps program staff before taking action.

CERTIFICATION & SUBMISSION

If accepted into the Reading Corps and or Math Corps Program, our school agrees to:

(All items are required in order to partner with Reading Corps and Math Corps.)

Recruit a pool of highly-qualified applicants to fill EACH awarded Member position.

Support the recruitment and selection process of Reading Corps and Math Corps Members for my school in the spring (and into summer if necessary).

Support Reading and Math, Inc. (Reading Corps and Math Corps) in our commitment to equipping all staff and Members with the tools and resources necessary to cultivate an environment of inclusion and respect and celebrates all backgrounds and experiences

Collaborate with Reading and Math, Inc. (Reading Corps and Math Corps) to ensure a supportive environment for all Members, prioritizing personal and professional growth and Member wellness when managing Member performance

Report in-kind contribution amounts for Internal Coach time, materials and space contributed to the implementation of Reading Corps and Math Corps.

Ensure that the Internal Coach(es) attend Institute in August. If our Internal Coach does not attend August Institute (or the subsequent training sessions), our Member(s) may be moved to another school and we would lose Reading Corps and or Math Corps.

Ensure the Internal Coach(es) attend ongoing training throughout the year.

Allocate 6-9 hours per Member per month for the Internal Coaches(es) to fulfill the responsibilities to the Program(s).

Ensure all requested student data are provided to Reading Corps and or Math Corps in a timely manner, and that all students served by Reading Corps and or Math Corps complete assessments administered by the Member(s).

Provide information about Reading Corps and or Math Corps to all school staff, especially classroom teachers, prior to the start of the school year.

The school will be responsible for providing the tutor with accurate demographic information for each student receiving services through Reading Corps. The required information includes: state-assigned student ID, first name, last name, gender, race/ethnic background, primary language, ELL (English Language Learner) status.

Follow the Program model with fidelity.

Agree to abide by: Federal Policies: Prohibited Activities for AmeriCorps Members - [References: 45 CFR §2520.40 and 45 CFR §2520.45]

Agree to abide by: Federal Policies: NONDISPLACEMENT OF EMPLOYED WORKERS AND NONIMPAIRMENT OF CONTRACTS FOR SERVICE for AmeriCorps Members - [References: 45 CFR §1216]

Our Data Privacy, Security, and Protection Policy

- RMI partners with ServeMinnesota, an AmeriCorps commission, to conduct studies for improving instruction and thus performs an institutional service and function for which the site would otherwise use employees. Data

provided by DISTRICT/SITE to ServeMinnesota and RMI are provided for the sole purpose of furthering educational outcomes for students served by the Reading Corps Program.

- The service site understands that it is making available to RMI some legally protected student data solely for the purpose of implementing the Reading Corps program, including for research for the purposes of improving educational outcomes for students. Tutors and Coaches that implement the Reading Corps program¹ will collect and record additional protected data as they implement the Reading Corps model. RMI requires that the service site take all necessary steps to protect student data as required by law.
- RMI implements a unique approach to strengthening student reading capacity through the Reading Corps model. The Reading Corps model is designed to improve individual student reading skills using, among other components, student data to be responsive to specific student needs. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data² supplied by DISTRICT/SITE to ServeMinnesota and Reading and Math, Inc (RMI).

1. Hereinafter referred to as "Tutors and Coaches"

2. Personally identifiable data in this instance refers to any data defined as private information under federal and state law, and any non-private information that, when used in combination, may reveal private information on individuals.

Certification

This Site Agreement serves as an agreement between the service site and Reading Corps for the 2019-20 program year. The terms of this agreement will end on July 31, 2020. Amendments to this Agreement shall be done in writing. Failure to adhere to policies or to fulfill responsibilities outlined in this Agreement will become part of the selection criteria in the re-application process for the 2020-21 program year or could lead to the site forfeiting its awarded tutors for the 2019-20 program year.

By signing this Agreement, I certify that I have read, understand, and agree to all terms and conditions of this Agreement.

James Erickson

Principal Name and Site Name

Principal signature

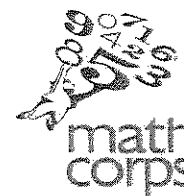
Date

Catherine Erickson
Catherine A. Erickson, CFO

3-13-19
Date

Site Agreement: 2019-20

Math Corps



The purpose of this agreement is to establish the basic parameters of the service site’s participation in Math Corps for the 2019-20 program year.

Reasonable accommodations provided upon request. This document is available in alternative formats.

- We recommend that you read this thoroughly and give a copy to your Internal Coach.
- We must have an electronically signed copy of the certification page on file before a tutor can be offered a position at your site. Please submit by March 20, 2019. You must complete the electronic version in its entirety to certify that you’ve read the agreement.
- By the first day of school, the site must designate a staff person(s) to become an Internal Coach and be registered for Institute.
- The award made to your school through this Site Agreement is pending federal and state funding decisions, which are typically received between May-June. The number of tutors awarded may decrease or increase depending on the outcomes of these funding decisions.

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Introductory Information

AmeriCorps Overview

Math Corps is an AmeriCorps program. AmeriCorps is often called the “domestic Peace Corps.” It is a national service program that engages people in a service commitment, ranging from 5 months to one year, to service in meeting needs in their local communities. Since 1993, nearly one million AmeriCorps members have contributed more than 1 billion hours of service across America. For more information, visit www.americorps.gov.

Math Corps Overview

Math Corps is a proven initiative to help every child become proficient in algebra by the end of eighth grade. AmeriCorps members provide targeted tutoring interventions to 4th - 8th grade students who are not proficient in math.

Program Partners

ServeMinnesota	State Commission on AmeriCorps programs in working to ensure Math Corps has the necessary funding to operate and the model is being implemented with fidelity
Reading & Math, Inc.	The fiscal host or agent for the Math Corps program.
ServeMinnesota and Reading & Math, Inc.	Provides training, technical assistance, and program evaluation to states in implementation and replication of the Math Corps model; ServeMinnesota is the owner of the Math Corps proprietary material. (Title to Proprietary Materials developed with the assistance of federal grant funding may also be governed by federal regulation at 2 C.F.R. § 200.315)

Roles in Math Corps

Math Corps member or tutor	Makes a commitment to serve for one year as an AmeriCorps member, serving as a Math Enrichment Tutor in the Math Corps program to help students develop their mathematics skills.
Internal Coach	Trained by Math Corps to provide on-site math support and oversight to the Math Corps tutor. The Internal Coach is a school employee, not a Math Corps tutor.
Master Coach	Math content expert who supports the Internal Coach in providing mathematic support and guidance. Master Coach has a contract through Reading & Math, Inc.
Math Corps staff	Provide management and oversight to the Math Corps program, including tutor management, site management, and compliance to AmeriCorps regulations.

Responsibility of the Service Site: **School Expectations**

I. ROLE

A school partnering with Reading & Math, Inc. is referred to as a site. This is the location where a Math Corps tutor is placed and performs his or her daily service.

II. WHO PLAYS THE PART

School administration (principal) and other staff

III. RESPONSIBILITIES

A. Commitment to the Math Corps model

The site will commit to adhering to the Math Corps model, as described below, to ensure the Math Corps model is implemented with a high degree of fidelity at the site. Materials are intended for use by Math Corps tutors and Internal Coaches, in their prescribed fashion only, unless otherwise approved by Reading & Math, Inc. and ServeMinnesota.

1. Have a mechanism in place to identify students who do not receive supplemental math services (including Special Education and Title I) but are in need of Tier II support to meet state math standards. Students that are not proficient on the state accountability assessment are eligible for Math Corps interventions.
2. Support the implementation of the Math Corps research-based intervention strategies that focus on numbers and operations through conceptual understanding, math computation, and problem-solving. This includes following the grade-level lesson sequences and administering assessments as prescribed by the Math Corps model.

Conceptual understanding: Conceptual understanding consists of basic comprehension of mathematical concepts such as concepts, operations, and relations in order to improve conceptual understanding. Math Corps will use intervention practices that are built on the Concrete-Representational-Abstract (CRA) approach. Concrete – Work through problems using a hands-on approach with manipulatives, Representational – Translate 3-dimensional to 2-dimensional with paper and pencil, Abstract – Understand math in symbolic form.

Math Computation: Math computation skills consist of accurate, proficient execution math operations and procedures. Math Corps begins intervention for math computation by ensuring students can accurately perform the computational skill they are learning. This includes modeling. Once students can accurately perform computational skills, Math Corps focuses intervention on helping students perform the skills proficiently, shifting focus from modeling to practice.

Word Problem-Solving: Word problem solving is the most complex skill to master because it requires students to use simultaneously several cognitively-demanding skills,

such as reading, screening relevant and irrelevant information, determining the operation to be used, and executing the problem. In order to improve word problem solving, Math Corps will use interventions that help students use strategies for systematically solving various problem types. This includes explicit instruction and guided practice, and also includes adult modeling of the strategy to help students learn ways to identify key problem components and use that information to determine what information needs to be calculated.

3. Ensure that students participating in Math Corps are provided targeted math intervention tutoring for a minimum of 90 minutes each week (preference is for tutoring sessions to be three days per week). Students are not to be pulled from core reading or math instruction.

Tutoring sessions are to be conducted with **pairs of students**. In rare cases, the Master Coach may approve a tutor to conduct tutoring sessions one-on-one.

4. Support the use of STAR Math (Renaissance Learning) for progress monitoring (accounts are provided to tutors by Reading & Math, Inc.). Students participating in Math Corps will be administered STAR Math on a monthly basis. In addition, support regular monitoring to guide tutoring interventions. Math Corps tutors are responsible for recording this data into the data management systems used by Math Corps.
5. Ensure tutors serve a full caseload of students at any given time (minimum 24 students for Full-Time tutors, minimum 12 students for Part-Time tutors). The deadline to have an established caseload and schedule is September 16th, 2019.*

*NOTE: Position Types for Tutors include:

Full-Time (FT) - 7 hours of service per day at Site

Part-Time (PT) - 5 hours of service per day at Site

Reduced Part-Time (RPT) – 3.5-6 hours of service per day at Site

6. Adhere to the student selection and exit criteria guidelines for students receiving Math Corps services. Selection and exit criteria are provided to Internal Coaches and tutors during the Math Corps Institute.
7. Provide state-issued student ID numbers, demographic, and assessment data for all students receiving Math Corps services.
8. Ensure that during times when tutors are not able to provide direct tutoring service they are engaged in intentional math activities that supplement the core of their service (e.g., data integrity and input, intentional math activities with students).

B. Site Fee

1. Site agrees to pay the site fee in full by January 31, 2020. The site fee helps pay for the curriculum, training, and master coaching of the tutors placed at the site. The fee for each Full-Time (FT) tutor is \$1800, and for each Part-Time (PT) Reduced Part-Time (RPT) tutor (including Service Year Tutors) \$1000.

2. *Sites that request and are awarded Service Year Tutor positions (Non-AmeriCorps tutors) may be required to pay Service Year Tutor Site Fee to obtain those services in 2019-20.*

C. AmeriCorps service environment

Reading & Math, Inc. values the diversity of our staff, members, site partners, and students we serve. We value both the visible and invisible diversity present within our program. Reading & Math, Inc. believes that we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. By agreeing to be a site with Reading & Math, Inc. you are committing to join our program in this continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by Reading & Math, Inc. or its partners that is not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement, and any further relationship between the Reading & Math, Inc. and the site named in this agreement could be terminated.

Inclusive Environment: Provide the tutor with a safe and welcoming service environment. Treat tutors as part of the staff team, including inviting them to participate in staff activities and workshops, and in staff communication (e.g. adding to a staff email list). Tutors should be given a tour of the school and be personally introduced at a staff meeting or in a similar setting. Educate all staff about the purpose of the tutor position, and provide relevant updates to staff regarding Math Corps in the building. The site is responsible for recovering site property that may be issued to tutor for use during the service term.

Commitment to Service: As an Organizational Value, we are committed to each other and the people we serve. As an AmeriCorps Program, our Members are committed to and contributing to positive change every day. To further support the Mission and Values of Reading & Math, Inc., we encourage and expect our Members to participate in national days of service, such as Martin Luther King Jr Day and September 11th. We appreciate the support of our partnering schools / sites in this expectation.

Accessible Service Location: The service site must be accessible to people with disabilities.

Reasonable Accommodations: The service site will work with Reading & Math, Inc. program staff if a Math Corps tutor requests reasonable accommodations in order to complete the essential functions of the position description.

Non-displacement: Per AmeriCorps regulations, members may not engage in service that displaces, even partially, an employee or position, or infringes on the promotional opportunity of an employed individual. Members may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee. Math Corps tutors are not to be counted in the teacher-student ratio. Examples of inappropriate indirect service may include subbing in a classroom, lunch duty, playground supervision, answering phones, running errands, taking the place of a stipend/paid position coaching sports or clubs, etc. Reference: 45 CFR §1216

Workspace and tutoring space: Provide tutors reasonable workspace to prepare for tutoring sessions and a locked drawer to store confidential student data. Provide reasonable and quiet space for tutors to work with individual students during the day.

Computer and Internet access: Provide the tutor access to a regularly updated computer with Internet access for Math Corps related purposes (e.g., completing time sheets, entering student data, checking e-mail). The computer used by the tutor must have a modern web browser (Chrome, Firefox, or Safari) installed in either the browser's current or next-most-recent version, and should operate at a speed at least on par with computers used by staff. Any firewall software in use must permit unhindered and unrestricted access to all websites necessary for completing required Math Corps related tasks and reviewing online Math Corps support and training materials (e.g., viewing training videos posted to Vimeo). Issue an accessible e-mail address if common e-mail providers are blocked at the site.

AmeriCorps signage: Post an AmeriCorps sign provided by Reading & Math, Inc. in a visible location, preferably in the front office, to identify the school as an AmeriCorps site.

School name badge (optional): Provide the tutor with a school name badge, if required according to the personnel policies of the service site. A Math Corps name badge will be provided by Reading & Math, Inc.

D. Staff support

1. **Administrative support:** The principal or executive director should be an advocate for the Math Corps program in their building and ensure staff is supportive of the program and the tutor(s). The administrator, in cooperation with Reading & Math, Inc. program staff, will aid the Internal Coach in overseeing tutor performance management.
2. **Internal Coach:** *By the first day of the school, the site must designate a staff person(s) to become an Internal Coach* and allow sufficient time for them to fulfill Math Corps responsibilities (6-9 hours per tutor per month, plus training). Internal Coaches provide math support and oversight of tutor(s); they may not be an AmeriCorps member themselves. It is recommended that the Internal Coach **not** be a classroom teacher to allow for sufficient time for tutor observations.

If the designated Internal Coach is not able to complete the program year (e.g, take a leave of absence from their position at the site), the site is required to designate or hire someone to serve as the Internal Coach for the remainder of the program year and may be responsible for paying Reading & Math, Inc. for all of its training costs for the new coach.

E. Tutor Recruitment & Selection

The site will support tutor recruitment in its community, with the goal of filling all awarded tutor positions by **June 30, 2019**. Reading & Math, Inc. reserves the right to 1) re-allocate those positions to another site or 2) place tutors at the site without the site's involvement.

Reading & Math, Inc. will not discriminate for or against any AmeriCorps service member or applicant based on the basis of race, color, creed, religion, national origin, sex, marital status,

status with regard to public assistance, familial status, disability, sexual orientation, age, or any other category protected by law.

Reading & Math, Inc. continues to make improvements to strengthen the recruitment and selection process. Each site will work with an assigned recruiter, who will ensure a smooth placement process for tutors at each site. Once Site Agreements are signed, your recruiter will reach out to you to schedule a meeting to discuss logistics of the placement process including promoting your tutor positions and conducting interviews.

1. **Interviewing and selection:** Reading & Math, Inc. Recruiters will conduct in-depth phone screens and a more comprehensive final interview. The Math Corps service site may elect to participate in the final interview with the Recruiter; however, if the site is unable to participate due to scheduling, our experienced Reading & Math, Inc. Recruiter will be more than capable of completing the process independently. Reading & Math, Inc. is confident this process will provide a streamlined, candidate-centered, and timely process in selecting and placing tutors that are not only qualified but who are committed and motivated to serve at a Math Corps site.
2. **Extending an Offer:** Reading & Math, Inc. retains the authority to make final decisions about extending offers to candidates. The Reading & Math, Inc. Recruiter will offer the position to the applicant. The site will not extend an offer for a position to any applicant nor otherwise veer from the selection process. Reading & Math, Inc. reserves the right to make the final decision regarding the selection of tutors and to enforce a fair and equitable process.
3. **Background Checks*:** Tutor service is contingent upon successful completion of a three-part federally mandated background check. More information is in *the Reading & Math, Inc. Staff Responsibilities* section of this agreement. So as not to delay student service, tutors may need to be accompanied while their FBI fingerprint check is pending. An individual is accompanied when they are in the physical presence of a person cleared for access to vulnerable populations. The site is responsible for verifying and documenting accompaniment during this period.

**The aforementioned is applicable to Math Corps Fellows placed at Sites as well. Should additional checks be requested (background, TB or otherwise) it will be at the expense of the Site.*

4. **Replacing Tutors:** In most cases, the site may not replace a tutor who exits the program early. However, sites are allowed to replace a tutor who terminates service before completing 15% of the term, provided there is a Reading & Math, Inc.-approved individual training plan for the new tutor.

Sites may not replace a tutor in the following instances: 1) the exited tutor is eligible for a pro-rated education award or has completed more than 15% of the term, 2) other Math Corps sites have not filled allotted tutor slots, or 3) the tutor has been removed from the site.

F. Tutor Retention

The site may not hire its tutor (or a tutor currently serving at another site) as a staff person during his or her term of service if it will prevent the tutor from fulfilling his or her service responsibilities. Sites are encouraged to ask job applicants if they are currently serving as a Math Corps tutor. Every reasonable effort should be made to support a tutor in the completion of their Math Corps commitment. However, hiring a tutor as an employee is allowable if a tutor is moving from welfare to work.

G. In-Kind Contribution Reporting

Sites will complete an In-Kind Contribution Report once a year. The site's non-monetary contribution is required for Math Corps to operate and includes the value of the following items: 1) space, 2) office furniture, 3) phone/Internet, 4) computer values. Internal Coaches will complete Monthly In-Kind Contribution Reports documenting the coach's time dedicated to supporting Math Corps.

Responsibility of the Service Site: **Internal Coach Responsibilities**

I. ROLE

The Internal Coach is designated by the principal and will be trained by Reading & Math, Inc. to provide Math Corps support and oversight to the Math Corps tutors. Internal Coaches will uphold the Math Corps model and act as a liaison between teachers and tutors or Reading & Math, Inc. staff.

II. WHO PLAYS THE PART

School psychologists, RtI Specialists, math teachers, or math specialists are excellent candidates for Internal Coaches. Classroom teachers and administrators are typically not good candidates for Internal Coaches because it is difficult to find time to conduct observations during the school day.

An Internal Coach should:

- Be knowledgeable about the use of curriculum-based measurement
- Be knowledgeable about scripted math interventions (Standard Treatment Protocol)
- Have time available to dedicate to the program, including attending required training and coaching sessions
- Be knowledgeable in math instruction

We recommend that principals be thoughtful about incorporating this responsibility into a staff person's position. Challenges occur when a principal assigns this responsibility to a staff person who already has many other responsibilities.

Background Check Requirement:

To comply with a regulation of our federal funder, Reading & Math, Inc. must conduct a National Service Criminal History Check, which includes an FBI fingerprint check, on Internal Coaches.

III. RESPONSIBILITIES & TIME COMMITMENT

Internal Coaches dedicate approximately 6-9 hours **per tutor** per month to Math Corps, with more Internal Coaching time at the beginning of term of service and with first year tutors. Additionally:

New Internal Coaches are required to attend 2 days of training total: 16 hours of Math Corps-sponsored training (pre-service typically held during August). This includes Institute training the week of August 12, 2019.

Returning Internal Coaches* are required to attend 1 day of training: total 8 hours of Math Corps-sponsored training (pre-service typically held during August). This includes Institute training the week of August 12, 2019.

****Returning Internal Coaches*** that have completed 2 years of Math Corps Institute may have the option to test out of the 2019 Institute.

Required training + coaching for **1 tutor** = approx 0.1 FTE

Required training + coaching for **2 tutors** = approx 0.15 FTE

Required training + coaching for **3 tutors** = approx 0.2 FTE

Tutor Support

Internal Coaches should plan to dedicate approximately 6 – 9 hours per month to support each tutor. This time, described in more detail below, will be spent observing the tutor, setting student schedules, selecting interventions, consulting, and coaching.

1. **On-site orientation:** Provide an on-site orientation for the Math Corps tutor. This will include a tour of the building, explanation of site policies (including dress code and child confidentiality), site expectations for the Math Corps tutor, etc.
2. **Tutor Time Sheet Approval:** Approve tutor time sheets by the deadline. If a tutor's time sheet is not approved by the deadline for the pay period, the tutor's living allowance payment will be delayed.
3. **Tutor development:** Provide support to allow the tutor to develop professionally throughout the year, including inviting the tutor to participate in professional development opportunities at the site and in the community.
4. **Intervention and Assessment Fidelity Checks:** Conduct fidelity checks, monitor tutor logs, and ensure accurate reporting of student data. Observe the interventions by tutors with students, determine the fidelity of the delivery of these interventions, and provide feedback to tutors based on these observations. Approximately one coaching session (fidelity observation) per month with follow up as needed. This must be completed until the administration by tutor is reliable.
5. **Setting a schedule** Develop a daily schedule with the tutor that includes:
 - a. Adequate time to complete hours of service per day:
 - Full-Time (FT) tutor serves 35 hours/week
 - Part-Time (PT) tutor serves 25 hours/week
 - Reduced Part-Time (RPT) tutor serves 18 hours/week at the site for the school year
6. A full caseload of students at any given time (minimum of 24 students for Full-Time (FT) tutors / 12 students for Part-Time (PT) and Reduced Part-Time (RPT) tutors, with students receiving a minimum of 90 minutes of tutoring each week.
 - a. Intentional math activities - the hours served by tutors, when they cannot be directly tutoring, should be intentional, math activities that supplement their tutoring.
 - b. Sufficient time to complete data entry and respond to email (using a computer at the school); sufficient time to meet with the Internal Coach and

prepare for tutoring sessions.

7. **Student and Intervention Management:** Work collaboratively with the tutor to select and exit students. Work with grade level teams and/or administrative staff to determine which students will be selected to receive Math Corps services. Students eligible for Math Corps did not meet proficiency on their state accountability assessment.
8. **Data Management:**
 - a. Ensure that student data required by the Math Corps model, and disclosed pursuant to the site's participation in Math Corps as set forth in this agreement, is protected and records maintained in accordance with the data protection policies of the service site and the *Data and Evaluation* section of this agreement.
 - b. Verify the tutor inputs data in the Math Corps data management systems (MCDMS - Math Corps Data Management System and STAR Math)
 - c. Review and discuss STAR Math Data after each data collection (see Internal Coach calendar and Program Manual for additional details)
 - i. Ensure tutor is accurately entering student data
 - ii. Ensure STAR administration occurs with fidelity, and during the prescribed assessment and benchmark windows:
 1. Fall: Aug. 12- Sept 20th
 2. Winter: January 6 - January 24th
 3. Spring: April 27th-May 29th
 - iii. Help tutors ensure intervention delivery is adequate for all students not making sufficient progress
 - d. Determine which students have met their goals and can be exited from service.
 - e. Ensure accurate demographic information (state-issued student ID numbers, date of birth, gender, ethnicity, primary language, ELL status, free and reduced lunch status, and Special Education status) is collected on each student receiving services through Math Corps.
9. **Tutor Performance Management:** Ensure a supportive environment for all tutors, prioritizing personal and professional growth and tutor wellness when managing performance. Notify program staff immediately of any performance concerns and document all observations timely and objectively. Work closely with program staff and principal/administrator to address performance issues, if they arise. Tutors are expected to adhere to Reading & Math, Inc. policies as well as site policies and procedures regarding confidentiality, safety, dress code, attendance, site behavior norms, etc. The site does not have the authority to dismiss a tutor, but should work in collaboration with Reading & Math, Inc. program staff in enacting the Math Corps performance management procedure, if necessary.
10. **Consultation with Master Coach:** Master Coaches meet with the Internal Coach and tutors to conduct fidelity and integrity checks and review student progress. The frequency of Master Coach visits ranges from three to five times per year, depending on the site.

11. **Administrative Duties**

- a. Complete a semi-annual program survey
- b. Participate in up to two site visits with program staff
- c. Complete a tutor performance evaluation two times per year
- d. Establish and maintain a sign-in/sign-out procedure on site for the Math Corps tutor
- e. Submit In-Kind reports to record time contributed towards Math Corps by requested deadlines.

12. **Special Site Visits:** Participate in special site visits to highlight and demonstrate the effectiveness of the Math Corps program. These site visits may include representatives from the media, legislature, corporations, and other parties involved in funding. Participation in special site visits may require time beyond the normal 6-9 hours per tutor per month allotted for Internal Coaches.

13. **Pilots:** Pilots may occur throughout the program year. Pilots enable Reading & Math, Inc. to explore innovative strategies to better serve students to improve student outcomes. Internal Coaches will be consulted as to the interest, capacity, and fit of the site. If an Internal Coach agrees to participate in a pilot, time estimates will be provided. Pilots will be confirmed with an addendum to the Site Agreement.

14. **Training:** Internal Coaches are required to attend approximately 16 hours of training (New Internal Coaches) or 8 hours (Returning Internal Coaches) throughout the year. Note: The time to attend training is in addition to the 6-9 hours per tutor per month calculation.

- a. **Math Corps Institute:** Internal Coaches are required to attend Math Corps Institute the week of August 12, 2019. New Internal Coaches are required to attend two days (16 hrs) of training August and Returning Internal Coaches* are required to attend 1 day (8 hrs) of training in August.

**Returning Internal Coaches that have completed 2 years of Math Corps Institute may have the option to test out of the 2019 Institute*

If circumstances make it impossible for an Internal Coach to attend Math Corps Institute on the dates scheduled, they must attend a make-up training session. Reading & Math, Inc. reserves the right to assess a fee to the site due to the costs incurred to the program by offering make-up session(s).

- b. **Training Costs**

The costs associated with Internal Coaches attending training are outlined in the table below.

Training Cost	Payment Responsibility of Site	Payment Responsibility of Reading & Math, Inc.
Training Fee for Regularly Scheduled Training Sessions		X
Training Fee for Make-up Training Session	X <i>(costs may vary from \$150-\$700 depending on the training)</i>	
Internal Coach Compensation	X	
Transportation (mileage, etc.)	X	
Event Parking / Hotel Parking	X	
Hotel	X	
Overnight Meals	X	
Training Materials		X
Lunch for full-day trainings		X

Responsibility of Reading & Math, Inc.:
Master Coach Responsibilities

I. ROLE

The Master Coach provides direct coaching support to the Internal Coach and Math Corps tutors, supporting implementation and ensuring fidelity to the model. Master Coaches will observe tutors conducting assessments and implementing interventions, review student performance using individual student graphs, and facilitate communication with Internal Coaches regarding program implementation.

II. WHO PLAYS THE PART

Master Coaches are contracted consultants for Reading & Math, Inc. who have education and experience in math interventions and assessments.

III. RESPONSIBILITIES

A. Training

Participate and/or provide training to tutors and Internal Coaches at Math Corps Institute the week of August 12, 2019, at additional training sessions and throughout the program year.

B. Support of Math Corps Implementation

1. **Fidelity Checks:** Perform fidelity checks with the Internal Coach as the tutor administers the assessments and interventions to ensure reliability and to verify that data are being recorded completely and entered in a timely manner for each student.
2. **Alignment of Tutoring:** Facilitate ongoing communication with the Internal Coach about the alignment of Math Corps tutoring with individual student needs.
3. **Selection of Eligible Students:** Provide consultation, as needed, to the site regarding identification and prioritization of students who will participate in the program.
4. **Assessment Data:** Support the Internal Coach in supervising the collection of progress monitoring assessment data. Ensure the data is recorded weekly in data management system.
5. **Assessment Interpretation and Feedback:** Participate in assessment feedback sessions at the site. Frequency of site visits range depending on the Internal Coach and site's experience with Math Corps. The assessment data and/or individual student progress will be reviewed and tutors equipped to adjust the interventions used, if needed. Additionally, Master Coaches, Internal Coaches, and tutors engage in monthly discussions and review of student data/progress.

C. Communication

The Master Coach will communicate openly with all parties.

1. **Supervisory Support:** Support the Internal Coach in providing direction to the tutor regarding math-related issues (e.g., intervention implementation, student assessment, data entry).
2. **Math Questions:** Answer math related inquiries from the Internal Coach. If a tutor has a math related question, it should be directed to his or her Internal Coach. If the Internal Coach is unable to answer the question, the Internal Coach should consult with the Master Coach and relay the information back to the tutor.
3. **Updates:** Provide program updates to the Internal Coach, program staff, and Master Coach Coordinator as needed.

Responsibility of Reading & Math, Inc.:
Reading & Math, Inc. Program Staff Responsibilities

I. ROLE

Reading & Math, Inc. staff are employees of Reading & Math, Inc. They are responsible for providing oversight to the Math Corps program, including tutor management and site management, and compliance with state and federal AmeriCorps regulations.

II. WHO PLAYS THE PART

A Reading & Math, Inc. staff member, Program Manager or Recruiter, collaborating with or consigning to other departments in the organization as appropriate.

III. RESPONSIBILITIES

A. Tutor Recruitment

Reading & Math, Inc. program staff will coordinate recruitment efforts and provide additional guidance and support to sites in facilitating their own recruitment efforts.

B. Tutor Selection Process

The Reading & Math, Inc. Recruiter will have primary responsibility in interviewing, selecting, and placing Math Corps tutors during the spring/summer of 2019.

1. **Interviewing and selection:** The Reading & Math, Inc. Recruiter will conduct in-depth phone screens and facilitate the final interview. The Math Corps service site will have the option to participate in the final interview. The Recruiter has the responsibility and authority to extend an offer for a position to an applicant. Reading & Math, Inc. reserves the right to make final selection decisions.
2. **Background Checks*:** Tutor service is contingent upon successful completion of a three-part federally mandated background check (FBI, statewide repository, and sex offender registry checks). Reading & Math, Inc. will conduct and pay for these checks. Reading & Math, Inc. program staff will notify sites if the applicant does not clear the background screening. Background check results cannot be shared with sites without written permission from the applicant.

**The aforementioned is applicable to Fellows placed at Sites as well. Should additional checks be requested (background, TB or otherwise) it will be at the expense of the Site.*

Reading & Math, Inc. will not discriminate for or against any AmeriCorps service member or applicant based on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, age, or any other category protected by law.

C. Tutor Management

1. **Tutor and Internal Coach training:** The Reading & Math, Inc. Program Manager is responsible for coordinating the logistics and scheduling the tutor and Internal Coach trainings that occur throughout the year.
2. **Renaissance Learning (STAR Math) Account:** Reading & Math, Inc. will provide information to the Renaissance Learning administrator to set-up each user's account. Reading & Math, Inc. pays for the cost of Renaissance Learning.

If the site wishes to use a Renaissance Learning account other than Math Corps (district/school account), the site must:

- i. Inform Reading & Math, Inc. prior to the start of the school year
 - ii. Allow for all administrations of STAR given to Math Corps students to occur in the school/district account, and these administrations should fall within the prescribed schedule
 - iii. Provide Reading & Math, Inc. with access to STAR data for all students that receive Math Corps services throughout the year if not using the Reading & Math, Inc. provided Renaissance Learning account
3. **Math Corps Data Management System Account:** The Math Corps program staff will provide information to the system administrator to set-up each user's account prior to their attendance at training in the Math Corps data management system. Reading and Math Inc pays for the cost of the Math Corps data management system.
 4. **Site Visits:** Program Managers will conduct site visit(s) during the year with each tutor, Internal Coach, and principal. Site visits may occur in person or via phone or internet. Program Managers have discretion on the method of the site visit.
 5. **Monitoring Program Requirements:** Program Managers will track and monitor each tutor's progress in completing program requirements and provide timely updates to the Internal Coach to ensure tutors will complete required service hours by the end of their term of service.
 6. **Tutor Personnel File:** Reading & Math, Inc. is responsible for completing and maintaining a personnel file for each tutor, which includes all required documents (employment eligibility I-9, time sheets, disciplinary action, performance evaluations, etc.)
 7. **Tutor Benefits:** Reading & Math, Inc. is responsible for administering and overseeing the tutor benefits (as applicable), including: living allowance, education award, health insurance, federal student loan forbearance, and child care reimbursement.
 8. **Conflict resolution:** Reading & Math, Inc. Program Managers will work together with the Internal Coach in resolving tutor issues. The Reading & Math, Inc. staff, not the service site, have the authority to terminate a Math Corps tutor's service.

D. Collect In-Kind Contributions

Program staff will monitor and approve in-kind reports submitted by the Internal Coach and administration.

Data and Evaluation

For questions related to Reading & Math, Inc. data collection, evaluation and research,
please contact:

David Parker, Vice President of Research and Development
david@serveminnesota.org or 612-746-1394

A. Data Privacy, Security, and Protection

1. RMI partners with ServeMinnesota, an AmeriCorps commission, to conduct studies for improving instruction and thus performs an institutional service and function for which the site would otherwise use employees. Data provided by DISTRICT/SITE to ServeMinnesota and RMI are provided for the sole purpose of furthering educational outcomes for students served by the Math Corps Program.
2. The service site understands that it is making available to RMI some legally protected student data solely for the purpose of implementing the Math Corps program, including for research for the purposes of improving educational outcomes for students. Tutors and Coaches that implement the Math Corps program^[1] will collect and record additional protected data as they implement the Math Corps model. RMI requires that the service site take all necessary steps to protect student data as required by law.
3. RMI implements a unique approach to strengthening student reading capacity through the Math Corps model. The Math Corps model is designed to improve individual student reading skills using, among other components, student data to be responsive to specific student needs. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data^[2] supplied by DISTRICT/SITE to ServeMinnesota and Reading and Math, Inc (RMI).

B. Math Corps Data Collection

Math Corps tutors and/or coaches collect the following data throughout the school year: 1) student assessment data, 2) tutor log data, and 3) fidelity data.

1. **Student Assessment Data**

- Math Corps tutors are responsible for administering the assessments; Internal Coaches are responsible for observing the tutor for assessment reliability.
- Math Corps tutors are responsible for entering any necessary progress monitoring and/or mastery data.
- Math Corps tutors are responsible to administering STAR Math on the prescribed schedule to all students receiving services
- School sites are required to provide Math State Accountability Test scores for all students participating in Math Corps. This includes scores from spring 2019 and spring 2020

2. **Progress Monitoring Data:** Math Corps tutors conduct progress monitoring assessments with students they are serving. The tutor administers the assessments within the student's regularly scheduled Math Corps tutoring session. Progress monitoring allows tutors and Internal Coaches

to chart student progress, gauge effectiveness of current interventions, and determine when students are ready to be exited from Math Corps services.

3. Tutor Log Data

Math Corps tutors will maintain a tutor log to document the number of minutes and the number of sessions each student receives of Math Corps services each week. Math Corps tutors will be responsible for entering this data into MCDMS (Math Corps Data Management System) weekly.

4. Fidelity Data

Internal and Master Coaches will be responsible for using observations checklist to observe tutors administering student interventions and assessments to ensure reliability. Internal and Master Coaches will also be responsible for using observation checklists to observe tutors using the prescribed interventions to ensure fidelity.

C. Student Demographic Information

The school will be responsible for providing the tutor with accurate demographic information for each student receiving services through Math Corps. The required information includes: state-assigned student ID number and/or district-assigned student ID number, first name, last name, gender, race/ethnic background, primary language, ELL (English Language Learner) status. The following information is optional: Special Education status, date of birth.

D. Data Management System: Renaissance Learning (STAR Math) and MCDMS (Math Corps Data Management System)

Student assessment data, student demographic data, and tutor log data is stored in MCDMS (Math Corps Data Management System) and Renaissance Learning. Participating students can be identified by their state-assigned student ID number, demographic characteristics, first and last name. The Internal Coach, Master Coach, program staff, and designated program evaluators will have access to student data for their assigned sites. External program evaluators will only receive de-identified student data.

Tutors will require adequate time to enter student data during school hours, as they are not allowed to remove data from the site. Schools should also provide a locked location for tutors to store student data in paper/pencil form. Tutors receive data confidentiality training during Institute.

Renaissance Learning (STAR Math) Account: The Reading & Math, Inc. program staff will provide information to the Renaissance Learning administrator to set-up each user's account. Reading & Math, Inc. pays for the cost of Renaissance Learning.

If the site wishes to use a Renaissance Learning account other than Math Corps (district/school account), the site must:

- i. Inform Reading & Math, Inc. prior to the start of the school year
- ii. Allow for all administrations of STAR given to Math Corps students to occur in the school/district account, and these administrations should fall within the prescribed schedule

- iii. Provide Reading & Math, Inc. with access to STAR data for all students that receive Math Corps services throughout the year if not using the Math Corps provided Renaissance Learning account

E. Reporting Outcomes & Research Activities

ServeMinnesota and its Math Corps affiliates are required to routinely report outcomes to stakeholders, including federal, state, and private funders. ServeMinnesota and its Math Corps affiliates also engage in research and development designed to advance understanding of the Math Corps model as well as literacy development and instruction in general. Such activities do NOT disclose identifiable student information in any reports, publications, or presentations.

Research Requests: Reading and Math, Inc. and ServeMinnesota has have a formal research request process that can be used by parties interested in collaborating to answer empirical questions via access to program data. Program data includes demographic as well as service and performance data. Data privacy and confidentiality must be maintained by any researcher provided access to Math Corps data. Detailed information regarding the process and procedures to be followed by researchers are outlined in the research request forms. To access research request forms, please contact David Parker, Vice President of Research and Development, at david@serveminnesota.org.

Federal Policies:

Prohibited Activities for AmeriCorps Members

Note: It is advisable that the Internal Coach keep the following list of prohibitions in mind when reviewing Math Corps member time sheets.

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service (Corporation), staff and members may not engage in the following activities:

- (1) Attempting to influence legislation;
- (2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- (3) Assisting, promoting, or deterring union organizing;
- (4) Impairing existing contracts for services or collective bargaining agreements;
- (5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- (6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- (7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- (8) Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
- (9) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- (10) Providing abortion services or referrals for receipt of such services; and
- (11) Such other activities as the Corporation may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo or Math Corps logo while doing so.

Not all examples listed in the regulations may be applicable.

Federal Policies:
Non-duplication and Non-displacement Policy

- **Nonduplication.** The Corporation for National and Community Service (Corporation) assistance, which is the funding that supports Math Corps, may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of the 'nondisplacement' paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

- **Nondisplacement.**
 1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
 2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
 3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
 4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
 5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 - Will supplant the hiring of employed workers; or
 - Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
 6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any:
 - Presently employed worker;
 - Employee who recently resigned or was discharged;
 - Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - Employee on leave (terminal, temporary, vacation, emergency, or sick); or
 - Employee who is on strike or who is being locked out.

Federal Policies:
Non-discrimination Policy

Reading & Math, Inc. does not discriminate in program admission based on race, color, sexual orientation, military discharge, sex, national origin, age, disability, or any other characteristic unrelated to the ability to perform the essential functions or basic tenets of Reading & Math, Inc., or any bona fide occupational qualifications.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

Reading & Math, Inc. 2400 Park Ave Minneapolis, MN 55404 (612) 206-3030

or

Office of Civil Rights and Inclusiveness, Corporation for National and Community Service
1201 New York Avenue, NW
Washington, D.C. 20525
(202) 606-7503 (voice); (800) 833-3722 (TTY); eo@cns.gov (e-mail)

Reading & Math, Inc. makes every effort to ensure that its placement agencies have similar non-discrimination policies. Tutors with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their immediate supervisor, superior, and/or Reading & Math, Inc. program staff. If the placement agency is found to be engaging in such activities, removal of current tutor(s) and denial of future tutors at that agency may result.

Discrimination on the part of fellow Math Corps tutors also will not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the program. Reading & Math, Inc. will not tolerate harassment of any kind. Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches, abusive or degrading language, graphic or suggestive comments, or displaying inappropriate objects or pictures. Any tutor who believes that they have been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or Reading & Math, Inc. program staff. Any tutor who is found to have engaged in harassment will be subject to appropriate discipline, up to and including expulsion from Math Corps.

Note to service sites: In any case of discrimination related to a Math Corps tutor, the service site must contact the Reading & Math, Inc. program staff before taking action.

CERTIFICATION & SUBMISSION

If accepted into the Reading Corps and or Math Corps Program, our school agrees to:

(All items are required in order to partner with Reading Corps and Math Corps.)

Recruit a pool of highly-qualified applicants to fill EACH awarded Member position.

Support the recruitment and selection process of Reading Corps and Math Corps Members for my school in the spring (and into summer if necessary).

Support Reading and Math, Inc. (Reading Corps and Math Corps) in our commitment to equipping all staff and Members with the tools and resources necessary to cultivate an environment of inclusion and respect and celebrates all backgrounds and experiences

Collaborate with Reading and Math, Inc. (Reading Corps and Math Corps) to ensure a supportive environment for all Members, prioritizing personal and professional growth and Member wellness when managing Member performance

Report in-kind contribution amounts for Internal Coach time, materials and space contributed to the implementation of Reading Corps and Math Corps.

Ensure that the Internal Coach(es) attend Institute in August. If our Internal Coach does not attend August Institute (or the subsequent training sessions), our Member(s) may be moved to another school and we would lose Reading Corps and or Math Corps.

Ensure the Internal Coach(es) attend ongoing training throughout the year.

Allocate 6-9 hours per Member per month for the Internal Coaches(es) to fulfill the responsibilities to the Program(s).

Ensure all requested student data are provided to Reading Corps and or Math Corps in a timely manner, and that all students served by Reading Corps and or Math Corps complete assessments administered by the Member(s).

Provide information about Reading Corps and or Math Corps to all school staff, especially classroom teachers, prior to the start of the school year.

The school will be responsible for providing the tutor with accurate demographic information for each student receiving services through Reading Corps. The required information includes: state-assigned student ID, first name, last name, gender, race/ethnic background, primary language, ELL (English Language Learner) status.

Follow the Program model with fidelity.

Agree to abide by: Federal Policies: Prohibited Activities for AmeriCorps Members - [References: 45 CFR §2520.40 and 45 CFR §2520.45]

Agree to abide by: Federal Policies: NONDISPLACEMENT OF EMPLOYED WORKERS AND NONIMPAIRMENT OF CONTRACTS FOR SERVICE for AmeriCorps Members - [References: 45 CFR §1216]

Our Data Privacy, Security, and Protection Policy

- RMI partners with ServeMinnesota, an AmeriCorps commission, to conduct studies for improving instruction and thus performs an institutional service and function for which the site would otherwise use employees. Data

provided by DISTRICT/SITE to ServeMinnesota and RMI are provided for the sole purpose of furthering educational outcomes for students served by the Reading Corps Program.

- The service site understands that it is making available to RMI some legally protected student data solely for the purpose of implementing the Reading Corps program, including for research for the purposes of improving educational outcomes for students. Tutors and Coaches that implement the Reading Corps program¹ will collect and record additional protected data as they implement the Reading Corps model. RMI requires that the service site take all necessary steps to protect student data as required by law.
- RMI implements a unique approach to strengthening student reading capacity through the Reading Corps model. The Reading Corps model is designed to improve individual student reading skills using, among other components, student data to be responsive to specific student needs. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data² supplied by DISTRICT/SITE to ServeMinnesota and Reading and Math, Inc (RMI).

1. Hereinafter referred to as "Tutors and Coaches"

2. Personally identifiable data in this instance refers to any data defined as private information under federal and state law, and any non-private information that, when used in combination, may reveal private information on individuals.

Certification

This Site Agreement serves as an agreement between the service site and Reading Corps for the 2019-20 program year. The terms of this agreement will end on July 31, 2020. Amendments to this Agreement shall be done in writing. Failure to adhere to policies or to fulfill responsibilities outlined in this Agreement will become part of the selection criteria in the re-application process for the 2020-21 program year or could lead to the site forfeiting its awarded tutors for the 2019-20 program year.

By signing this Agreement, I certify that I have read, understand, and agree to all terms and conditions of this Agreement.

James Erickson

Principal Name and Site Name

Principal signature

Date

Catherine Erickson

Catherine A. Erickson, CFO

3-18-19

Date

Certificate Of Completion

Envelope Id: 2C0C812258D348EE9292FD52607F6A7B	Status: Delivered
Subject: Reading Corps and Math Corps Site Agreement 2019-2020 -- Due by March 20, 2019	
Source Envelope:	
Document Pages: 51	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Christine Bedell
Time Zone: (UTC-06:00) Central Time (US & Canada)	1200 Washington Ave S
	Minneapolis, MN 55415
	christine.bedell@servetogrow.org
	IP Address: 34.226.132.221

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Status: Original	Holder: Christine Bedell	Location: DocuSign
3/13/2019 2:54:59 PM	ryan.kjesbo-johnson@servetogrow.org	

Signer Events

Signature	Timestamp
James Erickson	Sent: 3/13/2019 2:54:59 PM
james.erickson@isd709.org	Viewed: 3/18/2019 9:00:43 AM
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/13/2019 2:54:59 PM
Certified Delivered	Security Checked	3/18/2019 9:00:43 AM
Payment Events	Status	Timestamps

**MEMORANDUM OF UNDERSTANDING
BETWEEN NYSTROM & ASSOCIATES, LTD AND DULUTH SCHOOL DISTRICT, ISD #709**

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Nystrom & Associates, Ltd, a for-profit corporation, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Nystrom & Associates, Ltd and the Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth Public Schools desires to have mental health services available on-site at its schools;

WHEREAS, Nystrom & Associates, Ltd. desires to locate co-located therapists in Duluth School Buildings to provide mental health services such as individual therapy, family therapy and group therapy.

Therefore, Nystrom & Associates, Ltd and the Duluth Public Schools agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

II. ROLES AND RESPONSIBILITIES

Roles of Nystrom & Associates, Ltd. and Duluth School District

It is understood that Nystrom & Associates, Ltd. and school district staff must work together as a team to effectively meet the needs of Duluth Public School's students, and both parties need to communicate any cause for concern pertaining to any and all items that affect the overall success of the Memorandum of Understanding in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Nystrom & Associates, Ltd./ Community Mental Health Provider

Students served by Nystrom & Associates, Ltd. are clients of Nystrom & Associates, Ltd., and subject to the same rights and responsibilities as clients served in Nystrom & Associates, Ltd. clinic and community settings.

Nystrom & Associates, Ltd. will;

1. Meet with Duluth Public School's administration staff to plan a system of mental health service delivery.
2. Use name badges with picture ID's (provided by the district) to identify Mental Health Professionals as outside providers.
3. Locate Mental Health Professionals at Duluth Public School's sites in order to provide mental health services.
4. Employ and be responsible for Mental Health Professionals placed at Duluth Public Schools.
5. Maintain appropriate professional liability insurance.
6. Meet with students at times which do not interfere with academic scheduling or other school functions without administrative permission or request.
7. Meet with students at times that do not interfere with the delivery of Special Education Services as mandated by the students IEP.
8. Share student/client information with school staff as needed and with the consent of the student/responsible parent.
9. Obtain parental and school administrator (Principal) permission to provide mental health services to specific students in the schools.
10. Maintain and own mental health records of students served.

11. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. The School district shall not be responsible for the cost of services delivered by Nystrom & Associates, Ltd.
12. Meet periodically with school administration (Principals) or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

Role of Duluth School District

1. Meet with Nystrom & Associates, Ltd. administration staff to plan a system of mental health service delivery.
2. Meet periodically with Nystrom & Associates, Ltd. administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
3. Provide safe and appropriate office space for Mental Health Professionals that includes a telephone for emergencies.
4. Brief and orient each Mental Health Professional on district and building policies and procedures.
5. Develop a referral system for co-located therapy services and provide student referrals to Mental Health Professionals working on site in the Duluth Public Schools.
6. Provide Nystrom and Associated, LTD. With student schedules in order to meet with approved students.

III. GENERAL TERMS

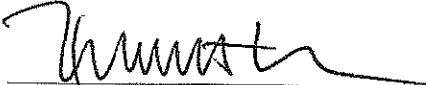
Terms. This Memorandum of Understanding will begin effective the date of 6.9.2018 and will continue through 6.9.2019. This MOU will renew for one year periods effective unlimited unless either party provides written notice of non-renewal (90) days prior to discontinuing their participation in the MOU. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

Termination. Either party may terminate this Agreement by giving the other party (60) days prior written notice.

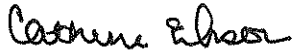
Confidentiality. Nystrom & Associates, Ltd. and Duluth Public Schools agree that by virtue of entering into this Agreement, they will have access to certain confidential information regarding the other party's operations related to this project. Nystrom & Associates, Ltd. and Duluth School District agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment.

Solicitation. The School will not solicit NAL employees for employment by the School or another Agency for two years from the last date of the Nystroms and Associates employee working in the school.

Resolution. For resolution of administrative questions, contact the Nystrom and Associates School Based Mental Health Manager or the Children & Family Community Based Services Director. Nystrom and Associated, LTD. therapists will not be responsible for and should not be involved in resolving administrative matters or matters pertaining to the Memorandum of Understanding with the School.

Signed: 
 Brian A. Nystrom, MSW, ACSW, LICSW, LMFT
 President & CEO

Date: 3-19-19

Signed: 
~~Douglas Haste~~, Business Services Executive Director
 Catherine Erickson

Date: 3-29-19

Clinical Experience
MAR 8 2019
Professional Education
Bemidji State Univ.

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
BEMIDJI STATE UNIVERSITY

MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP
FOR NON-ALLIED HEALTH PROGRAMS

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Bemidji State University, Professional Education Department, 1500 Birchmont Drive NE, #35, Bemidji, Minnesota 56601** (“the College/University”) and **Duluth Public School District, ISD #709, 215 N 1st Ave East, Duluth, MN, 55802** (“the Facility”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the College/University and to identify the responsibilities of the College/University and the Facility.

A. THE PARTIES UNDERSTAND THAT:

1. The College/University has a Professional Education Program (the “Program”) for qualified students enrolled in the College/University; and
2. The College/University has been given authority to enter into Agreements regarding academic programs; and
3. The Facility has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the College/University; and
4. It is in the general interest of the Facility to provide a training site where College/University students can learn and develop skills and qualifications needed to achieve the student’s occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The College/University and the Facility want to cooperate to furnish a training experience at the Facility for students of the College/University enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY

1. **The College/University agrees to:**
 - a. make arrangements with the Facility for a training experience at the Facility, which includes determining the supervision/honorarium model, that will support the student’s occupational goals and meet any applicable Program requirements.

- b. make periodic visits to the Facility's training site to observe the student or receive periodic reports from the Facility and/or the student, and discuss the student's performance and progress with the student or any site supervisor at the Facility, as needed.
 - c. discuss with the Facility any problems or concerns arising from the student's participation.
 - d. notify the Facility in the event the student is no longer enrolled in the Program at the College/University.
 - e. keep any necessary attendance and progress records as set forth in the College/University attendance policy.
 - f. assist in the evaluation of the student's performance in the training experience.
2. **The Facility agrees to:**
- a. cooperate with the College/University in providing a mutually agreeable training experience at the Facility that supports the student's educational and occupational goals.
 - b. consult with the College/University about any difficulties arising at the Facility's training site that may affect the student's participation.
 - c. assist in the evaluation of the student's performance and provide time for consultation with the College/University concerning the student, as needed.
 - d. sign the weekly work report to verify the student's attendance.
 - e. complete, on behalf of the student, the agreed-upon forms necessary to the submission of a Minnesota State professional teacher licensing application.

3. **LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

4. **TERM OF AGREEMENT**

This Agreement is in effect from **July 1, 2019** or when fully executed, and shall remain in effect until **June 30, 2024**. This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

5. **FINANCIAL CONSIDERATION**

- a. **Traditional Cooperating Teacher Honorarium:** In consideration of the above, the University will pay an honorarium not to exceed \$225 for each full time student teacher. Honorariums for placements less than 16 weeks will be prorated. This honorarium will be paid to the Facility OR to the cooperating teacher, for each student assigned as a student teacher. The distribution of these funds will be determined by the current Facility and MNSCU policies and procedures. Distribution will be made by the Facility, unless District policy requires another

arrangement. Honorariums shall be encumbered by a purchase order before the beginning of each student teaching assignment. Payment shall be made after the Bemidji State University verifies the student has completed the student teaching assignment and notifies Accounts Payable to make payment.

- b. **Embedded Cooperating Teacher and Mentor Coach Honorariums:** In consideration of the Facility responsibilities and the capacity and agreement of the Facility to provide an on-site mentor-coach or allow student teacher supervision to be conducted by University-contracted State of Minnesota Regional Service Cooperative employees, the University will pay an honorarium in accordance with the breakdown set forth below:

Total weeks of supervision provided per individual student teacher.	Honorarium paid to Embedded Mentor-Coach Employed by Facility	Honorarium paid to Embedded Cooperating Teacher Employed by Facility
16 Weeks	\$ 570	\$ 380
12 Weeks	\$ 382	\$ 255
8 Weeks	\$ 285	\$ 190
4 Weeks	\$ 187	\$ 125

This honorarium will be paid to the Facility OR to the cooperating teacher and mentor coach, for each student assigned as a student teacher. The distribution of these funds will be determined by the current Facility and MNSCU policies and procedures. Distribution will be made by the Facility, unless District policy requires another arrangement. Honorariums shall be encumbered by a purchase order before the beginning of each student teaching assignment. Payment shall be made after the Bemidji State University verifies the student has completed the student teaching assignment and notifies Accounts Payable to make payment.

- c. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its customers pursuant to this Agreement.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS

NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. **DATA PRIVACY**

The requirements of Minnesota Statute Section 13.05, subd. 11 apply to this contract. The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 [“the Act”]) that classify the College/University’s written and electronic information as public, private or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the Facility receives a request from a third party for any data provided to the Facility by the College/University, the Facility agrees to immediately notify the College/University. The College/University will give the FACILITY instructions concerning the release of the data to the requesting party before the data is released and the Facility agrees to follow those instructions. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C.1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

10. **STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT**

The student assigned to a training experience/internship at the Facility shall be required to sign a Student Training Experience/Internship Agreement (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the Facility.

11. **NON-DISCRIMINATION**

The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran’s status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

The rest of this page intentionally left blank. Signature page to follow.

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the Facility and College/University.

**Duluth Public School District
ISD #709**

Name: Carrie Eason

Authorized Facility Representative

Title: CFO

Date: 03/04/2019

**Minnesota State Colleges and Universities
BEMIDJI STATE UNIVERSITY**

By: Jim Barta
By: Dr. Jim Barta

Title: Dean, College of Arts, Education, & Humanities

Date: 3/12/19

AS TO FORM AND EXECUTION

Randy Westhoff
By: (authorized College/University signature)

Title: Dr. G. Anthony Peffer, Provost & Vice President for Academic & Student Affairs

or

Dr. Randy Westhoff, Associate vice President for Academic Affairs (Interim)

Date: 3/12/19

Routing Instructions

Facility/School District Responsibility

1. _____ Obtain facility/school district authorized signature.
2. _____ Return document to
*Clinical Office, Professional Education
Bemidji State University
1500 Birchmont Drive NE #35
Bemidji, MN 56601*

Bemidji State University Responsibility

3. _____ Obtain signature from Dean, College of Education, Arts, and Humanities (#27).
4. _____ Obtain signature from Office of Academic Affairs (#3).
5. _____ Return document to Clinical Office Professional Education (#35).
6. _____ Clinical Office will send fully signed agreement to facility/school district.

EXAMPLE OF STUDENT DOCUMENT

ATTACHMENT A STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT

Name of College/University: _____

Name of College/University Program ("the Program"): _____

Type of Training Experience/Internship: _____

Dates of Training/Internship: _____

Student's Name: _____ Phone #: _____

Average number of hours to be worked by the Student each week: _____

Facility Name and Address: _____

Location Where Training will Occur (if different from Facility's Address above):

Facility Representative's Name: _____ Phone #: _____

Activities/Job tasks and skills the Student will learn:

Tools and Equipment the Student will use:

STUDENT RESPONSIBILITIES

In exchange for the opportunity to participate in the training experience/ internship at the Facility, the Student agrees to:

1. Keep regular attendance and be on time, both at school and at the Facility's training site. The Student will promptly notify the Facility's training site if unable to report. The Student's placement will automatically terminate if the Student terminates his/her enrollment in the Program or is no longer enrolled as a student at the College/University.
2. Demonstrate honesty, punctuality, courtesy, a cooperative attitude, desirable health and grooming habits, desirable/required dress and a willingness to learn; and
3. Furnish the coordinating College/University instructor with all necessary information and complete all necessary reports requested by the instructor. Submitting falsified reports is cause for immediate expulsion from the Program; and

4. Conform to all rules, regulations, and policies including health, safety, and work environment of the Facility, follow all instructions given by the Facility and always conduct myself in a safe manner; and
5. Consult with the College/University instructor/lab assistant about any difficulties arising at the Facility's training site; and
6. Be present at the Facility's training site on the dates and for the number of hours agreed upon; and
7. Not terminate his/her participation in the training experience at the Facility without first consulting with the College/University's instructor/lab assistant.

The Student also understands and agrees that:

- a. placement and participation in this training experience is not employment with the College/University or Facility;
- b. the Student is not covered by the College/University worker's compensation coverage; and
- c. the Student will not receive any money or compensation or benefits of any kind from the College/University in exchange for his/her participation in the training experience.

The Student also understands that the Facility does not promise or guarantee any future employment for the student.

The Student understands that he/she is responsible for providing his or her own health insurance and for any and all medical expenses incurred by him/her related to any injury, loss or illness sustained by him/her while participating in the training experience at the Facility.

Student's Signature: _____

Student's Name (please print): _____

Date: _____

Name of Student's Parent (required for students under 18 years of age) (please print):

Parent's Signature: _____

Date: _____

Bemidji State University, part of the Minnesota State Colleges and Universities system, is an Equal Opportunity employer and educator.

**SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 709 AND
CITY OF DULUTH
FOR THE 2018 COPS OFFICE STOP SCHOOL VIOLENCE: SCHOOL VIOLENCE
PREVENTION PROGRAM AWARD**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk ("Effective Date"), is by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota, (the "City") and INDEPENDENT SCHOOL DISTRICT No. 709, an independent school district under the laws of the State of Minnesota, (the "Sub-recipient").

WHEREAS, the City, in cooperation with the Sub-recipient, applied for a grant from the U.S. Department of Justice, Office of Community Oriented Policing Services ("COPS) under the STOP School Violence: School Violence Prevention Program (SVPP) to improve school safety; and

WHEREAS, the City received approval for SVPP award funds ("Award Funds") in the amount of \$625,000 to be utilized to improve security at schools and on school grounds within the City of Duluth through evidence-based school safety programs. The Award Document, including the Award terms and conditions, is attached as Exhibit A; and the Management and Implementation Plan is attached as Exhibit D.

WHEREAS, under the Award terms and conditions the federal share of the award is \$468,750 and the local match (or Sub-recipient share) is \$156,250; and

WHEREAS, the Sub-recipient desires to utilize the Award Funds to upgrade equipment and technology to improve school safety in the City of Duluth and will provide the required local matching funds in the amount of \$156,250; and

WHEREAS, the City desires to have the Sub-recipient utilize the Award Funds and carry out the City's responsibilities under the terms and conditions of the Award Document.

NOW, THEREFORE, in consideration for the mutual benefits contained herein, the parties hereto agree as follows:

1. AWARD. The City will provide to Sub-recipient the Award Funds in the amount of \$468,750 over a two year period for Sub-recipient's performance of its obligations under the Management and Implementation Plan and this Agreement including:
 - A. Perform the duties specified in the Management and Implementation Plan
 - B. Provide requested information to support a mid-grant report, and end-of grant report two weeks prior to the reporting due date and/or any other reporting required by the COPS.
 - C. Submit invoices and receipts for the purchase of equipment and technology purchased using the Award Funds.

Notwithstanding anything to the contrary, the Sub-recipient understands and agrees that any reduction or termination of the Award Funds may result in a like reduction or termination of the sub-award, and that any material change in the timeline or scope of the Program must be approved in writing by the City and SVPP.

2. PERFORMANCE. The Sub-recipient must comply with all requirements applicable to the City in the Award Document and/or Management and Implementation Plan. Sub-recipient's default under the Management and Implementation Plan will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Program has not been or will not be made, the City may take action to protect its interest including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Sub-recipient within 60 calendar days after written notice by the City, the City may terminate this Agreement.
3. TIME OF PERFORMANCE. Sub-recipient must start the Program upon execution of this Agreement and complete the Program on or before October 1, 2020. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.

4. CONDITIONS PRECEDENT TO DISBURSEMENT. The following requirements are conditions precedent to the City's disbursement of any of the Award Fund proceeds.
- A. The Sub-recipient must have provided the City with evidence of compliance with the insurance requirements of Section 7.G herein.
 - B. The Sub-recipient must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.
 - C. The Sub-recipient must provide the City with evidence that local matching funds in the amount of \$156,250.00 have been committed to the project.
5. DISBURSEMENT. It is expressly agreed and understood that the City will pay Sub-recipient under this Agreement in accordance with the sums set forth in the Financial Clearance Memorandum, attached hereto as Exhibit C, with the total amount not to exceed \$468,750. Invoices must be submitted quarterly. Payment for services will be sent within 45 days of receipt of invoice. All payments by the City pursuant to this Agreement shall be made from Fund # 215-200-2226-5447 (Duluth Police Grant Programs, Police, COPS School Violence Prevention, Payment to Other Govt. Agencies).
7. QUARTERLY AND FINAL REPORTS. The City will submit the required quarterly financial status reports and progress reports to COPS. The City will also submit the grant closeout report.
6. NOTICES. Communication and details concerning this Agreement must be directed to the following Agreement representatives:

City: Chief of Police
City of Duluth Police Department
2030 N. Arlington Avenue West
Duluth, MN 55811

Sub-recipient: ISD 709:
Office of the Superintendent
Historic Old Central High School
215 N. 1st Avenue East, Room 213
Duluth, MN 55802

7. GENERAL CONDITIONS

- A. General Compliance. The Sub-recipient agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.
- B. Civil Rights Assurances. Sub-recipient and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:
 - 1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
 - 2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.
- C. Independent Contractor. Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient will at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Sub-recipient is an independent contractor.
- D. Liability. Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipality Limitation of Liability Statute, Minnesota Statute Section 466 et. seq., or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

- E. Indemnification. Sub-recipient will indemnify, defend, and hold harmless the City, its officers, agents, and employees, from any claims or causes of action, including attorney's fees incurred by Sub-recipient arising from the performance of this Agreement by Sub-recipient, or its officers, agents or employees
- F. Workers' Compensation. The Sub-recipient must provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement.
- G. Insurance. Sub-recipient shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000.00 aggregate per occurrence for personal bodily injury and death, and limits of \$1,500,000.00 for damage liability. If person limits are specified, they shall be for not less than \$1,500,000.00 per person and be for the same coverages. The City shall be named as an additional insured therein. Insurance shall cover:
 - 1. Public liability.
 - 2. Independent contractors--protective contingent liability.
 - 3. Personal injury.
 - 4. Contractual liability covering the indemnity obligations set forth herein.

8. ADMINISTRATIVE REQUIREMENTS

- A. Accounting Standards. The Sub-recipient agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.
- B. Records.
 - 1. Retention. The Sub-recipient must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the Sub-recipient has completed the

2023.01

Program; (b) six years after the Sub-recipient has expended all proceeds of the Award Fund; or (c) six years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Agreement must be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he/she has received final payment.

2. Inspections. All Sub-recipient records with respect to any matters covered by this Agreement must be made available to the City, COPS or their designees at any time during normal business hours, as often as the City or COPS deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
 3. Data Practices Act. Sub-recipient must comply with the Minnesota Government Data Practices Act, Chapter 13.
 4. Close-Outs. The Sub-recipient's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.
- C. Payments. The City will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Sub-recipient accounts.
 - D. Procurement. The Sub-recipient must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. All unexpended program income must revert to the City upon termination of this Agreement.
9. MISCELLANEOUS.
- A. Assignability. The Sub-recipient may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due

or to become due to the Sub-recipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.

- B. Copyright. If this Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or COPS reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.
 - C. Relationship of the Parties. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co- partners, joint ventures, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.
 - D. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.
 - E. Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement.
10. ENTIRE AGREEMENT. This Agreement contains all negotiations and agreements between City and Sub-recipient. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT
NO. 709

By: [Signature]
Mayor

By: [Signature]
Superintendent

Date: 2/22/19

Date: 3/11/19

Attest: [Signature]
City Clerk

Date: 2/22/19

Countersigned:
[Signature]
City Auditor

Date: 2/23/19

Approved as to form:
[Signature]
City Attorney

Date: 2.20.19

Attachments:

- Exhibit A – Award Document
- Exhibit D – Management and Implementation Plan
- Exhibit C – Financial Clearance Memorandum

[Handwritten marks]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 1502 London Road, Suite 210 Duluth MN 55812	CONTACT NAME: Dee Ann Briegel PHONE (A/C, No, Ext): 218-623-5772 FAX (A/C, No): E-MAIL ADDRESS: Dee.Briegel@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Duluth Public Schools ISD #709 215 N. 1st Ave. East Duluth MN 55802	INDE709	INSURER A: Dakota Truck Underwriters NAIC # 34924
		INSURER B: Indiana Insurance Company NAIC # 22659
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES **CERTIFICATE NUMBER:** 2054298864 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CBP8330320	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8330334	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CU8330339	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCO1000069172018A	8/1/2018	8/1/2019	<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Duluth listed as an Additional Insured on the General Liability and Auto Policy with respect only to Liability associated with activities related to ISD #709/Duluth Public Schools/MN State High School League practices & competitions to the extent required by written contract or agreement executed prior to loss.

Approved as to Form:

CERTIFICATE HOLDER City of Duluth 411 West 1st Street Duluth MN 55802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

23837.01

Addendum to Commercial
Listing Contract: Exclusive


Date February 12, 2019

Page 1

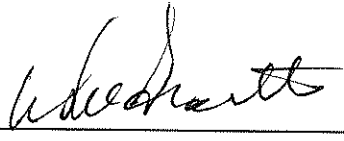
Addendum to the Commercial Listing Agreement between parties, dated April 10, 2018
pertaining to the sale of the Property at 800 E Central Entrance, Duluth, MN between Greg
Follmer Commercial Real Estate "Broker" and INDEPENDENT SCHOOL DISTRICT #709 "Seller".

Parties agree to extend the Listing Agreement and all it's terms to March 7, 2020.

Accepted by: Greg Follmer Commercial Real Estate

By:  _____
Date: 02/12/2019

Accepted by: INDEPENDENT SCHOOL DISTRICT
#709

By:  _____
Date: 3/11/19



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

February 26, 2019

William Gronseth
Superintendent of Schools

David J. Spooner, C.P.E.
Manger of Facilities

Duluth Public Schools
215 N 1st Ave E
Duluth, MN 55802

RE: Marketing Update
800 E Central Entrance "Central High School Property

As we discussed I am sending you an outline of the marketing provided by Greg Follmer Commercial Real Estate.

Overview:

- Internet marketing
 - MNCAR (Minnesota Commercial Association of Real Estate/Realtors) – Association of Minnesota Commercial only brokers and agents.
 - 1,200+ members
 - 95% listing agents in the metro area
 - Networking events with direct access to brokers and developers from the metro area.
 - Blast emails to membership
 - Loopnet.com – National Exposure
 - Listing maintained on Loopnet allowing the property to be distributed to Co-Star subscribers
 - CREXI – National Exposure
 - Public site, no subscription necessary
 - GregFollmer.com
- Central Entrance Signage
 - Upon obtaining the listing extension we will have signage made (either ra 4x16 or an 8x16) placed on Central Entrance.
- GFCRE Networking and involvement in Business groups
 - Locally and in the Twin Cities

- Economic Development entities networking
 - Greg is a current board member of APEX
- Deliver property to Partner/Brokers and Developers in the Minneapolis/St. Paul market
- Person to person target prospecting
- Sphere of influence – Broker has grown an extensive network of developers, businesses, attorneys, engineering firms, other Brokers, etc.
- Marketing Brochure
 - Mapping
 - Floor plans
 - Photos (interior and exterior)
 - Plats, aerial, street views

Our Team: All marketing is handled and monitored by our full-time team

Greg Follmer, Broker Owner with 30 years of experience in Real Estate. 20 years working solely in Commercial Sales and Leasing. Greg's past client list is extensive and can be provided upon request.

Trevor Samsa, Realtor Associate. Trevor has been working as an unlicensed assistant to Greg for five years and is now a licensed member of the GFCR Team. Trevor ensures that every lead is followed up on and pursued to a definitive conclusion.

Valerie Rappana, Office Manager/Realtor. Valerie has been with the GFCR Team since April of 2016. Valerie brings with her 20+ years of office management and marketing experience working solely in the Real Estate field in Duluth, Minnesota.

Summary: As it relates to our marketing plan, entire Commercial Real Estate community throughout the state as well as nationally, have direct, easy access to this listing. Additionally, we have built relationships and networking partnerships that keep us, and by extension, your property, at the top of mind. No other Real Estate Company offers the amount of marketing venues or has as large of a network. A prospective investor/developer searching for sites in our market WILL be aware of this site. It is also important to make note of the fact that our firm has a



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proven tract record of being able to handle a transaction of this level of complexity.

Please feel free to reach out with any questions or concerns. I look forward to further discussions about our services and qualifications.

Respectfully,

Greg Follmer
Broker, MN & WI



UNIVERSITY OF MINNESOTA
AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION
 between
Regents of the University of Minnesota
 through its **College of Education and Human Service Professions, University of Minnesota**
Duluth (“University”)
 and
Duluth Public Schools I.S.D. 709 (“Affiliate”)

WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION (“Agreement”), effective February 11, 2019 through February 11, 2024 (term may not exceed five years), University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences at Affiliate’s sites for certain University students enrolled in the program, the parties agree as follows:

1. Description of Affiliation.

1.1 With this Agreement, University and Affiliate establish a program of education and training which requires facilities, equipment, services and personnel appropriate for students to obtain necessary clinical experiences.

1.2 Contact Information:

<u>Affiliate:</u> <u>Duluth Public Schools – I.S.D. 709</u> <u>Attn: _____</u> <u>William Gronseth</u> <u>Superintendent of Schools, I.S.D. 709</u> <u>215 N 1st Ave E, Rm 213</u> <u>Duluth, MN 55802</u> <u>Phone: 218-336-8752</u> <u>E-mail: William.Gronseth@isd709.org</u>	<u>University:</u> <u>University of Minnesota</u> <u>Attn: _____</u> <u>Christine Engen</u> <u>1207 Ordean Ct</u> <u>116 BohH</u> <u>Duluth, MN 55812</u> <u>Phone: 218-726-8627</u> <u>E-mail: cengen@d.umn.edu</u>
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2. Responsibilities of the Parties.

2.1 Joint Responsibilities.

2.1.1 University and Affiliate will each identify a person or persons responsible for liaison during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of the parties.

2.1.2 The persons responsible for the liaison will jointly plan for:

- a. Selection, assignment and orientation of students;
- b. Periodic review and preparation of objectives for the instructional program; and
- c. Evaluation of student performance.

2.1.3 University has authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. In cases where a student's performance or conduct threatens the safety or welfare of patients, visitors or staff of Affiliate, Affiliate may suspend the student's participation at Affiliate site(s). Affiliate liaison will consult University liaison before suspending a student, except where consultation is not reasonably possible under the circumstances.

2.1.4 The student is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either Affiliate or University and neither party shall have responsibility for payment of workers' compensation benefits to the student.

2.1.5 Both parties agree to comply with all applicable federal, state and local laws, rules and regulations including Title 45, Section 160-164 of the Code of Federal Regulations ("HIPAA"). Both parties agree that when protected health information ("PHI"), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

2.1.6 The parties agree to review this Agreement periodically to ensure that it meets with University's curriculum requirements, as well as the standards of the accrediting agency. Additionally, the parties shall evaluate the operations and effectiveness of this Agreement. Modifications to this Agreement shall be made pursuant to section 5.6 of this Agreement.

2.1.7 University and Affiliate are committed to fostering a professional learning environment and, through their respective liaisons, shall see that appropriate canons of professional behavior are maintained in all educational settings under this Agreement so as to promote the development of appropriate professional attributes in students.

2.2. University Responsibilities.

2.2.1 University shall assume overall responsibility for the general educational experience of students assigned to Affiliate, which responsibility includes the following:

- a. Determination of educational goals for each student;
- b. Establishing prerequisite criteria for placement of students with Affiliate;
- c. Determination of completion of the assignment;
- d. If required, educational goals and objectives for the students in the program are outlined in Attachment _____;
- e. Provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to Affiliate;
- f. Final evaluation of student performance; and
- g. If Affiliate members who participate in training of University students are to be appointed to the faculty of the University of Minnesota, then Affiliate faculty members shall be appointed in accord with the policy of University in effect at the time of appointment.

2.2.2 For students who provide direct patient care or interact with staff in patient areas, at the request of Affiliate, the students will be required to provide proof of immunization for measles (rubeola), mumps and rubella or positive titre; annual influenza; chicken pox (varicella), documented positive history, or positive titre; pertussis; hepatitis B series or documented immunity; and evidence of annual tuberculosis test or a statement from a provider stating that the student does not have active tuberculosis (TB). Exceptions will be made when there is a shortage of vaccine. Students will be required to comply once vaccine supply levels allow for vaccination.

2.2.3 At the request of Affiliate, University will require students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§ 144.057 and 245A.04 as a pre-requisite to participation in the program.

2.2.4 University certifies that its students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, and, where applicable, have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program.

2.2.5 University shall require that students carry hospitalization and medical insurance. Neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during the affiliation.

2.2.6 University shall inform students that they will be required to comply with all applicable rules, regulations, policies and procedures of Affiliate.

2.3. Affiliate Responsibilities.

2.3.1 Affiliate shall assume full responsibility for the care and welfare of its patients and/or clients. It is understood that individual patient care and client services are not controlled, supervised, or paid for by University, and University does not derive revenue from Affiliate patients or clients or third-party payors for services at Affiliate.

2.3.2 Affiliate agrees to provide educational experience opportunities for students in patient care areas, service departments and other selected areas. In this regard, Affiliate will provide the equipment, facilities, supplies and services for students and faculty assigned to Affiliate necessary to meet the objectives of the program.

2.3.3 Affiliate staff members, or Affiliate staff members with University of Minnesota faculty appointments, shall be responsible for teaching, supervising and evaluating the performance of students assigned to Affiliate. Such Affiliate staff members shall provide University with written evaluations of the performance of the students.

2.3.4 Affiliate agrees to identify and provide University with current copies of any policies and procedures at the clinical site, which apply to the educational experience of the students.

2.3.5 Affiliate agrees to render the same emergency medical care to students that it provides for its employees in the event of an accident or sudden illness that occurs at the Affiliate site during the course of students' clinical experience under this Agreement. As set forth in section 2.2.5, neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during this affiliation.

2.3.6 To the extent Affiliate generates or maintains educational records related to students participating under this Agreement, Affiliate will maintain the privacy of those records and limit access to only those employees or agents with a need to know. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act ("FERPA"), University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to University's records is required by Affiliate to perform its responsibilities under this Agreement.

3. Liability Insurance and Indemnity

3.1. The University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University students for activities performed within the course and scope of their duties under this agreement. General liability coverage for students is limited to bodily injury and property damage claims. Upon request, the University will provide a certificate of insurance evidencing such coverage.

3.2. The University agrees to defend, hold harmless, and indemnify the Affiliate, its officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the University, its employees, agents, or representatives (including students) during the performance of its obligation under this agreement. The University's liability is limited to the extent of its insurance coverage pursuant to the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

3.3. The Affiliate shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate.

3.4. The Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees, and representatives (including students) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the Affiliate, its employees, agents, or representatives, during the performance of its obligations under this agreement.

4. Financial Terms. (Check appropriate financial description.)

Financial arrangements between our program and your site, including stipends, benefits and other costs as agreed by the parties, are set forth in Attachment "Agreement for Teacher Candidates Classroom Participation".

None

5. Other Terms.

5.1 This Agreement may be terminated by either party upon at least six (6) months written notice to the other party.

5.2 Neither University nor Affiliate shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, sexual orientation, gender identity, or gender expression.

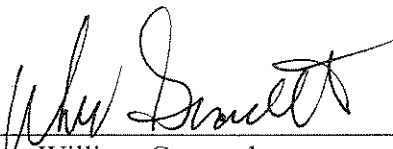
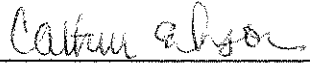
5.3 This Agreement supersedes all other affiliation agreements between University and Affiliate for the above-named program.

5.4 Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party.

5.5 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program, except as expressly provided in this Agreement.

5.6 Subject to the written authorization by appropriate representatives of University and Affiliate, amendments to this Agreement may be developed to facilitate execution of the goals of this Agreement. Each amendment shall be in writing and duly executed by the signatories to this Agreement, or their successors in office. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered null and void.

IN WITNESS WHEREOF, the authorized representative(s) of the parties hereto execute this Agreement as follows:

Regents of the University of Minnesota	Affiliate
<p>By: _____ Name: <u>Scott Carlson</u> Title: <u>Associate Dean, CEHSP</u> Date: _____</p>	<p>By: <u></u> Name: <u>William Gronseth</u> Title: <u>Superintendent of Schools, I.S.D 709</u> Date: <u>3/18/19</u></p>
<p>By: _____ Name: <u>Fernando Delgado</u> Title: <u>UMD Exec Vice Chancellor of Academic Affairs</u> Date: _____</p>	<p><u> 03/19/19</u> Catherine A. Erickson, CFO</p>

NOTE: This Agreement should be executed by Affiliate before University representatives begin the execution process.

**Agreement for Teacher Education Candidates Classroom Participation
Between
Duluth Public Schools – I.S.D. 709
And the
University of Minnesota Duluth**

THIS AGREEMENT is entered into effective as of **February 11, 2019** by and between Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and Duluth Public Schools (the "School"), a public school system. This agreement is entered into by the University through its University of Minnesota Duluth, College of Education and Human Service Professions.

1. **Student Teaching.** The University and School agree to permit candidates from the University to devote a reasonable amount of time in observation, participation and student teaching in the School. Student teaching and allied activities shall be under the direction of the Superintendent/Head of School, in accordance with the policy, procedures and regulations determined by the parties, and as governed by the licensure rules of the State of Minnesota.

2. **Honoraria.** In consideration of the above, the University will pay an honorarium for each candidate assigned to a pre-student teaching experience and an honorarium for each candidate assigned as a student teacher. The amount and mode of distribution of these funds will be determined by the current policies, procedures and regulations of the University of Minnesota Duluth. In case of contractual agreement between teachers and the Duluth School system, their amount and mode of distribution would then be followed. The distribution amounts are as follows;

Student Teaching Honorariums:

- \$200.00 for a 16 week placement
- \$175.00 for a 14 week placement
- \$150.00 for a 12 week placement
- \$125.00 for a 10 week placement
- \$112.50 for a 9 week placement
- \$100.00 for a 8 week placement
- \$75.00 for a 6 week placement

- \$50.00 for a 4 week placement
- \$37.50 for a 3 week placement

Practicum Placement Honorariums:

- \$40.00 for Integrated Elementary Special Education placement
- \$30.00 for Unified Early Childhood placement
- \$25.00 for Secondary Teacher Education Program placement

3. This agreement, effective on the date of signing, shall remain in force for five years from the date of this contract or until such time as either party to the contract shall terminate it by two months' notice in writing to the other party.