

AUG 20 2024

APPROVED BY
THE SCHOOL BOARD

DCSC + DPS AGREEMENT 2024-2027

THIS AGREEMENT, made and entered into this 1st day of July 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

Whereas, the District has decided to have the Contractor support Full-Service Community School strategies at three schools within the District: Myers-Wilkins Elementary, Lincoln Park Middle, and Denfeld High Schools.

Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and conditions of this agreement.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2024 and shall remain in effect until June 30, 2027 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

2A. DCSC Responsibilities: The Contractor will support the Full-Service Community School Sites to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the six key practices in the Essentials for Community School Transformation: (1) Collaborative Leadership, Shared Power and Voice, (2) Expanded, Enriched Learning Opportunities, (3) Rigorous, community-connected classroom instruction, (4) Culture of belonging, safety, and care, (5) Integrated system of support, and (6) powerful student and family engagement. [\(Source: Community Schools Forward\)](#)

DCSC shall undertake the following activities:

1. Provide staff and establish diverse, sustainable funding and resource development.
2. Employ Full-Service Community School Site Coordinators at Myers-Wilkins Elementary and Denfeld High School.
3. Employ Out-of-School Time Coordinators at all three Community Schools.
4. Employ Community Health Coordinators at designated sites.
5. Build a community-wide scaffold of supports and strong partnerships of mutual expectation with educational providers.
6. Engage families and the community in driving education transformation.
7. Incorporate proven strategies and continually evaluate results alongside school and community partner teams.
8. Co-lead monthly district-wide FSCS meetings with Assistant Superintendent, Site Principals,

DSCS Staff, Community Partners, and other designated individuals.

9. Guide the planning and implantation of FSCS.
10. Assist in implementing supportive policies and practices.
11. In partnership with DPS, develop an evaluation plan that incorporates FSCS outcomes in conjunction with each site's School Improvement Plan (SIP).
12. Lead in collaborative grant writing opportunities that enhance programs at FSCS sites.
13. Remain focused on whole family; student and school based supportive policies and best practices.
14. Provide support, supervision and coaching of Site Coordinators at all three Community Schools.
15. Participate in stakeholder meetings and activities.
16. Ensure a range of community partners are involved at each site which meet the goals of the Site Team plan.
17. Complete all data required for DCSC evaluation purposes and grant reporting requirement in a timely manner.
18. Ensure that DCSC Site Coordinators and program staff maintain a standard of professionalism and behavior consistent with DPS and DCSC expectations.
19. Ensure proper background checks have been completed.
20. Follow all DPS policies and procedures, including but not limited to policies and procedures regulating access to and use of confidential information. Acknowledges that the DPS has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). DCSC is receiving student information as designated school officials as classified in FERPA (§ 99.31(a)(1)(i)(B)) and in compliance with all requirements and exceptions outlined in FERPA. DCSC acknowledges that it must comply with said law and regulations and safeguard student information. DCSC may not re-disclose the information to a third party without prior written consent from the parent or eligible student (age 18 or over). DCSC must destroy any student information received from the DPS when no longer needed for the purposes listed in this Agreement.

DPS understands that DCSC's primary mission is to promote wellbeing and success for Duluth Public Schools students and families by co-creating, celebrating, and mobilizing for equitable educational experiences.

2B. District Responsibilities:

1. DPS commits to work with DCSC to build a network of support based upon data-driven decision making and intended to improve attendance and academic performance within Duluth Public Schools' Community Schools.
2. Work with DCSC to use braided funding to ensure that a full-time Full-Service Community School Site Coordinator is employed at each community school.
3. DPS agrees to designate a senior staff member from administration (or their designees) to the Board of Directors for the DCSC.
4. DPS commits to organize internal meetings at the school sites and district-level to engage teachers, administrators and staff in the FSCS model.
5. DPS also agrees to have principals assist in appointing a team of administrators, faculty, support staff, parents, and students to participate in a monthly site leadership team meeting. DPS agrees to continue to implement the FSCS model and to work with DCSC to plan a

continuum of solutions—aligned with School Improvement Plans—designed to significantly improve educational outcomes.

6. DPS agrees to include Full-Service Community School Coordinators in the development and monitoring of School Improvement Plans for individual community schools.
21. Partner with DCSC in the design and delivery of FSCS model, including the development of an evaluation plan that incorporates FSCS outcomes in conjunction with the School Improvement Plan (SIP).
7. Assist with collection and reporting of data when needed, included access to necessary data in Infinite Campus and other district-owned databases as necessary. See Exhibit B for data details.
8. Support and facilitate collaborative grant writing opportunities that enhance FSCS strategies and activities.
9. Provide technical assistance and support to DPS staff and other professional development opportunities which support the FSCS model.
10. Dedicate time during DPS School Board Meetings—at least twice annually—for Duluth Community School Collaborative staff to share FSCS updates.
11. Include FSCS Asset and Needs Assessment questions as part of school-wide and district-wide survey and strategic planning processes.
12. Meet regularly—at least quarterly—with DCSC Leadership to review shared grant priorities and grant budgets.
13. Provide access to a Share Google Drive with access for DCSC Leadership to add/remove individuals and for all DCSC staff to add/edit/remove documents.

3B. Leadership Responsibilities: The Community School Principals and Community School Coordinators will champion the community school strategy in the spirit of collaboration, shared vision and goals with a focus on common outcomes. They will integrate the community school strategy into the school vision and school improvement plan.

School Principal(s) Responsibility:

1. Provide leadership which supports integration of community services into the culture of school.
2. Participate in hiring, support, and performance evaluation of Community School Site Coordinators.
3. Ensure student assistance process reflects full integration of the community school partners and develop a clear communication and confidentiality process.
4. Participate in Community School Site Leadership Team meetings and activities.
5. Support integration of Site Coordinators through use of identified school resources (i.e. email, ID badges, phones, computers, database access, parent communication portal, school badges, keys, copiers, and appropriate curriculum support).
6. Provide reasonable space for the Site Coordinator, other embedded FSCS staff, and program activities that support the goals of a full-service community school.
7. Assist with provision of data when needed.
8. Include FSCS Asset and Needs Assessment questions as part of school-wide and district-wide survey and strategic planning processes.
9. Agree to share appropriate information with DCSC staff to maximize student success. (Ensure proper releases are secured.)
10. Notify FSCS Site Coordinators and partners of grants that impact the full-service community

school model.

11. Participate in collaborative grant writing opportunities that enhance program activities and the integration of the full-service community school model.

Community School Site Coordinator(s)

The following schools will have a full time FSCS Site Coordinator in the academic years 2024-2025, 2025-2026, and 2026-2027 (as required by the FSCS model):

- Myers-Wilkins Elementary- Position employed by DCSC
- Lincoln Park Middle School- Position employed by DPS
- Denfeld High School-Position employed by DCSC

The Community School Site Coordinator will be responsible for supporting the FSCS model at their site. The Site Coordinator will work in partnership with the Site-based Leadership Team, under the direction of the DCSC Executive Director and in collaboration with the school Principal to build a community of success. The Site Coordinator will work closely with students, school staff, families and community partners to facilitate connections, coordinate programs, ensure integration of school-community services and alignment of services with the goals and objectives of the DCSC and the Site-based Leadership Team's vision and mission.

The essential duties and responsibilities:

1. Support the alignment and successful implementation of a community school in partnership with the Site Leadership Team and based on the Site Plan.
2. Communicate FSCS' philosophy and programs to all stakeholders.
3. Work with members of the community school site leadership team to provide publicity and promotion of community schools, DCSC events and programs.
4. Partner with school staff to identify opportunities for community school programming to integrate, support, and reinforce teaching and learning during the school day.
5. Coordinate Site Leadership Team.
6. Support event planning committees for family and community engagement.
7. Participate in community committees and meetings that increase community engagement efforts.
8. Establish, maintain, and expand connections with community and other like-minded organizations, individuals and agencies.
9. Share relevant updates with DCSC Executive Director and Board, and work closely to ensure alignment of DCSC services with mission, goals, and objectives.
10. In collaboration with school staff, identify and facilitate parent leadership opportunities.
11. Conduct ongoing resource mapping and needs assessments in alignment with school and district-wide surveys and strategic planning.
12. Research, analyze and synthesize relevant data to provide suggestions for programmatic decisions maintaining a lens for access, equity and increase student achievement.
13. Participating as key member of the school faculty and staff team. This includes serving on relevant committees and supporting the Principal with their strategic vision for their school.
14. Attend meetings and professional development as required.

Supervision of Site Coordinators will be shared between DCSC Executive Director and the school Principal. Annual evaluations will be completed in collaboration between the school principal and DCSC Executive Director.

3. Background Check. *(applies to contractors working independent with students)*

Contractor must work with DPS to provide contact information for all of its employees for DPS to complete a criminal history background check Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file. Background checks are provided through DPS at no cost to the Contractor.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Payment. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to pay Contract for its services and expenses in performing said obligations up to a sum not to exceed \$855,000. See exhibit A for budget allocation.

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

5. Requests for Payment. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Payments shall be made in equal monthly installments of \$23,750.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by DCSC pursuant to this MOU (including the deliverables), are granted and/or provided on an "as is" basis. Any intellectual property generated by DCSC personnel will be owned by DCSC. Any intellectual property generated by

DPS personnel will be owned by DPS or the creator of the intellectual property, as provided by DPS's Intellectual Property Policy and/or procedures.

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Cathy Erickson, CFO, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Duluth Community School Collaborative, 32 E 1st Ste, Ste 202, Duluth, MN 55802, Attn: Kelsey Gantzer, Executive Director.

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

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

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

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

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

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

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Kelsey Hantz, DOSE Executive Director 41-2002924 7-31-2024
 Contractor Signature SSN/Tax ID Number Date

 Program Director Date

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

This contract is funded by either:

1. The following budget (include full 16 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below.

XX	XXX	XXX	XXX	XXX	XXXXXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Jim Lopez 8-20-24
 CFO / Superintendent of Schools / Board Chair Date

MWEG 01E 540 610 000 303 000

Dentfeld 01E 215 605 317 305 000

Exhibit A

DCSC Budget Allocation Details by Year

Myers-Wilkins Elementary

<u>Amount</u>	<u>Description</u>	<u>Source</u>
\$60,000	FSCS Coordinator	\$50,000 – MDE FSCS Grant \$10,000 – MW or DPS Source
\$25,000	FSCS Supervision, Coaching, and District-Wide Support. MDE FSCS Grant management support.	\$25,000 – MDE FSCS Grant
		Total/Year: \$85,000

Lincoln Park Middle School

<u>Amount</u>	<u>Description</u>	<u>Source</u>
\$15,000	Family Engagement Support	\$15,000 – MDE FSCS Grant
\$25,000	FSCS Supervision, Coaching, and District-Wide Support. MDE FSCS Grant management support.	\$25,000 – MDE FSCS Grant
		Total/Year: \$40,000

Denfeld High School

<u>Amount</u>	<u>Description</u>	<u>Source</u>
\$15,000	Family Engagement Support	\$15,000 – MDE FSCS Grant
\$25,000	FSCS Supervision, Coaching, and District-Wide Support. MDE FSCS Grant management support.	\$25,000 – MDE FSCS Grant
\$60,000	Community Health Coordinator	\$60,000 – MDE FSCS Grant
\$60,000	FSCS Coordinator	\$60,000 – Denfeld or DPS Source
		Total/Year: \$160,000

Exhibit B

Program Participant Information – Collected from Infinite Campus (or other Duluth Public School District Database) and shared in Cityspan Database for MDE Program Reporting. Current demographic data requested from MDE:

Participant Profile:
a. Total number of youth served:
b. Youth with one or more disabilities
c. Low-income youth
d. English language learners
e. Youth in foster care
f. Migrant youth
g. Youth in correctional facilities
h. Youth experiencing homelessness
i. LGBTQ+ youth
j. Rural youth disproportionately impacted by the pandemic
k. American Indian youth
l. Alaska Native youth
m. Asian youth
n. Black or African American youth
o. Native Hawaiian or Other Pacific Islander youth
p. Hispanic/ Latino youth
q. White youth
r. Two or more races
s. Other (please specify):

t. Elementary students (K-5th grade students)

u. Middle school or junior high students (6th-8th grade students)

v. High school students (9th-12th grade students)

w. Other (please specify):