

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and The Duluth Area Family YMCA, hereinafter called Duluth Y.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby the Duluth Y will provide programs or services in partnership with 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 July 1, 2017, and shall remain in effect until June 30, 2018, 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.** Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, at each site to support the before and after school programs – K.E.Y. Zone – and its functions at the following sites:

Lowell Elementary School
Lester Park Elementary School
Laura MacArthur Elementary School
Congdon Park Elementary School
Congdon KEY Zone at the Downtown Y
Homecroft Elementary School
Lakewood Elementary School
Stowe Elementary School
Piedmont Elementary School
Myers-Wilkins Elementary School

Duluth Y and District program site coordinators will comply with their respective organization's purchasing policies.

Addendum 1- Staffing Design Model

3. **Background Check.** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of contract until the results of the criminal background check(s) are on file.

4. **Reimbursement.** In consideration of the performance of Duluth Y of its obligations pursuant to this Agreement, District hereby agrees to reimburse Duluth Y for its services and expenses in performing said obligations as follows:

Direct expenses of Salaries and Benefits as well as pre-approved supplies, educational materials, and other Out-of-School-Time (OST) items needed to execute the program purchased by the Duluth Y for the K.E.Y. Zone programs will be invoiced to the District on a monthly basis. These invoices will also include a 12% administrative fee. The administrative fee of 12% will be based on the expenses submitted in each invoice. Total invoices shall not exceed projected budget. Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request. The Director of Community Education will review and sign off on all invoices prior to reimbursement.

Addendum 2 - Projected budget.

At the end of the fiscal year for the District – June 30, 2018, the total revenue and direct program costs will be audited and provided to Duluth Y. Duluth Y will receive 50% of the remaining amount less the previously paid 12% overhead charge. Duluth Y 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 Reimbursement.** The terms of payment under this Agreement are as follows:
- a. Invoices will be submitted to the district on a monthly basis.
 - b. Payment shall be made by the District within 30 days of submission of a proper invoice by the Duluth Y;
 - c. Final payment after programs are audited will occur no later than September 15, 2018.
 - d. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed the Duluth Y for any expense claimed by Duluth Y 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 Duluth Y. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Duluth Y for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Duluth Y has provided, prepared, or utilized in performance of the terms of this Agreement. The Duluth Y will have the same rights as stated above.
8. **Independent Contractor.** Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y'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. **Notices.** All notices to be given by Duluth Y to District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered, care of Jay Roesler, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Duluth Y shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered to Tracie Clanaugh, Duluth YMCA, 302 W. 1st Street, Duluth, MN 55802.
10. **Assignment.** Neither party shall 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 other party.
11. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
12. **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.
13. **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.
14. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (60) days written notice to the other party as provided for in this Agreement.
15. **Data Practices.** Duluth Y 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.
16. **Insurance.** Duluth Y shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Duluth Y shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: Duluth Y must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Duluth Y 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: Duluth Y 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 Duluth Y whether the operations are by the Duluth Y or subcontractor or by anyone directly or indirectly employed under the contract.

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

CONTRACTOR

School Board Chair

Title

School Board Clerk

Title

CFO, Executive Director of Business Service

Taxpayer Identification Number

Key Zone Staffing Design

Duluth Public School Community Education Director and YMCA Community Services Director:

Directors will provide leadership and direction to all programming. Directors will develop and monitor budgets and work to secure additional funding that will support the program. Directors will serve as ambassadors for the program at a local and state level.

Program Co-Directors: The Directors oversee all aspects of program implementation, staffing, evaluation and communication between all sites and program partners. This position oversees program and evaluation databases, participant attendance and activity records, tracks reimbursements, in-kind expenses, volunteer time, and records minutes from all meetings. The Project Director supervises the Site Coordinators and participates in performance reviews for all Key Zone staff.

Site Coordinators: Each of the nine sites has a full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure Key Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, weekly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise and review performance for all staff including Family Liaisons, AmeriCorps Members and OST staff and instructors.

AmeriCorps Members: Thirteen members will be placed to provide academic enrichment, youth development, homework help and service learning. Members will serve approximately 10-15 hours per week with the program during the school year and approximately 8 members will spend 30-35 hours per week during the summer.

Youth Specialists/Club Instructors: Each site has instructors who teach during the Enrichment Clubs. Liaisons work with all community –based instructors to design appropriate lesson plans and oversee implementation and outcomes. Staff who instruct receive training in child development instructional strategies, building safety, interventions and implementation methods. The number of instructors needed per site depends on the number of children enrolled with a goal of a 1:15 staff; student ratio.

Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in public spaces.

Student-to-staff ratios: 1:15 ratio in all activities not including volunteers.

Object Description	Fund	KeyZone
		FY 2018
		Budget
Fees from Patrons		1,256,000.00
Misc Revenue Local		90,500.00
Total Revenues		1,346,500.00
	w	
04-570-xxx-321-272- Expenses		
LIC SAL-HRLY, CLASSRM SUPPORT	114302	-
NON-LIC SAL, INSTR SUPPORT	114400	32,004.00
NONINSTR SUPPORT SALARY	117000	146,572.00
CLASSIFIED SUPPORT, HRLY SALARY	117002	64,500.00
STIPEND SALARY-LICENSED/CERT	118500	2,500.00
OVERTIME, SHIFT DIFFERENTIAL	118501	100
CERT TCHR SUMMER SCHOOL	118502	9,500.00
OVERTIME, SHIFT DIFFERENTIAL	118601	-
SEVERANCE PAY	119100	-
Subtotal		255,176.00
FICA/MEDICARE	121000	19,523.00
PERA	121400	18,427.00
CERTIFIED STAFF RETIREMENT	121800	713
HEALTH INSURANCE PRIMARY	122000	74,536.00
LIFE INSURANCE	123000	693
DENTAL INSURANCE	123500	1,855.00
LONG TERM DISABILITY INSURANCE	124000	467
HRA HLTH REIMB ARRANGEMENT	125100	18,000.00
WORKERS COMPENSATION	127000	2,302.00
UNEMPLOYMENT COMPENSATION	128000	672
OTHER EMPLOYEE BENEFITS	129900	-
Subtotal		137,188.00
OTHER CONTRACTED SERVICES	130500	815,000.00
COMMUNIC SVCS-PHONE, I-NET	132000	-
TRANSPORTATION CHRGBACKS	136500	10,100.00
AIRFARE	136600	600
MILEAGE	136601	750
REGISTR/LODGING/MEALS	136602	550
ENTRY FEES/STUDENT TRAVEL	136900	1,750.00
RENTALS & LEASES-EQUIPMENT	137000	-
FEES-TUIT, ADMISSION, STUDENT	139400	3,000.00
PRINTING CHARGEBACK	139802	250
GENERAL SUPPLIES	140101	1,000.00
CLASSROOM SUPPLIES	143000	34,200.00
FOOD	149001	27,000.00
TECHNOLOGY EQUIPMENT	155500	-
MISC-TO BE REALLOCATED	189900	-
Subtotal		894,200.00
Expense Totals		1,286,564.00
Net Profit/(Loss)		59,936.00