

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made and entered into this 22nd day of March, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and University of Minnesota Duluth, 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:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 8, 2024, and shall remain in effect until June 30, 2024, 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.** Faculty from the University of Minnesota-Duluth (UMD), Department of Education will collect student data through focus groups hosted onsite at Denfeld High School. In order to execute these services, faculty from UMD will:

- a. Meet with Denfeld staff to discuss and create the plan for logistics of focus groups including schedule, timeline, food/snacks, location/space, and assisting school staff in developing demographic profiles to identify students for participation in focus groups.
- b. Develop questions designed to capture desired data around student non-attendance and truancy based on planning conversations with Denfeld staff.
- c. Design structure and facilitate focus groups with students (step 1), school staff (step 2), and student families (step 3).
- d. Collect data throughout each focus group by taking written notes recording each focus group session.
- e. Interpret and analyze data collected.
- f. After a first read of the data collected from students, UMD staff will identify themes and areas for further exploration and will provide the information to Denfeld staff in order to identify students to participate in a follow up focus group (step 1).
- g. Provide reports and presentations of data summary as well as raw recordings/notes/transcripts of focus group discussions.
- h. Provide follow-up information, analysis or other information as needed.

In order to support the work of UMD faculty, staff from Denfeld will:

- a. Participate in planning meetings with UMD faculty.
- b. Provide requested aggregate and stratified student data as mutually identified by both UMD faculty and Denfeld staff in planning meetings.
- c. Identify students and student families to participate in the focus groups based on student fit with the designed demographic profile.
- d. Coordinate receipt of releases of information for students participating in focus groups.
- e. Facilitate onsite logistics of focus groups including reserving space, ensuring rooms are set up with appropriate equipment and furniture, providing snacks and water for group participants and facilitators, communication with students, families, and staff.

- f. Provide in-person support to both facilitators and participants on the day of the focus groups.
- g. Present data and reports to the School Continuous Improvement Team (CIT) and work to develop recommendations with the team based on the data collected.
- h. Continue to be available to answer questions and meet with UMD faculty for consultation throughout the process as needed.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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. Reimbursement. Both the District and the Contractor agree that the parties are entering into a nonmonetary, no-cost agreement where no money will be exchanged between the parties at any time. Any costs associated with the execution of services as outlined in this agreement by either the District or the Contractor will be the sole responsibility of the party who pays for out of pocket expenses.

Therefore, in consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$0.00 hourly and \$ 0.00 in total.

5. 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 Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

8. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Simone Zurich, 709 Portia Johnson Drive, Duluth, MN 55811.

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: University of Minnesota Duluth, Department of Education, Attn: Dr. Eric Torres, 154 EduE, 412 Library Drive, Duluth, MN 55812.

9. 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.

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

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

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

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

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

15. Insurance. 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.

16. 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.

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.

University of Minnesota - Duluth, Department Head

Date



3-29-24

Denfeld Principal

Date

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

This contract is funded by: (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 (enter in blank spots following the example).

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

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

University of Minnesota - Duluth, Dean - College of Education & Human Services Professions

Date



4-1-24

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

Date