

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of February, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and East Side Neighborhood Development Company, 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: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 27th, 2020 and shall remain in effect until May 29th, 2020, 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.** Contractor will provide blood lead testing at elementary school sites for Duluth Preschool students, siblings, parents, ECFE students and neighborhood children age six and under. A trained staff member performs a finger stick blood draw, collects two drops of blood on a sample card, and brings the samples to a laboratory in St. Paul for processing. Results are provided directly to the parents by mail and to Duluth Preschool nurse by e-mail.

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.

4. **Reimbursement.** 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 (zero) hourly and \$0 (zero) in total.

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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. 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.

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: Tom Quinn & Kelly Piette , 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) Attn: Laura Clouser, East Side Neighborhood Development Company, 925 Payne Ave #201, St. Paul, MN 55130.

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.

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.

Anne DeJoy, E.-D. EAST SIDE NEIGHBORHOOD DEV. CD- 2/5/20
 Contractor Signature SSN/Tax ID Number Date

Laura Clouser 41-136 75 03 2/6/20
 Program Director SSN/Tax ID Number Date

Sherry Williams 2/13/20

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), (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

Barbara Elson 3-10-20
 CFO/Superintendent of Schools/Board Chair

Site Agreement

READING & MATH, INC.



The purpose of this agreement is to establish the basic parameters of the Service Site's participation in AmeriCorps with Reading & Math, Inc. for the 2020-2021 program year. Reading & Math, Inc. administers AmeriCorps programs that provide AmeriCorps members as a resource.

A. **AmeriCorps programs:** Reading Corps, Math Corps, Opportunity Corps, and Recovery Corps, hereafter referred to collectively as "Program," are AmeriCorps programs. AmeriCorps is a national service program that engages people in a year-long commitment to service in meeting needs in their local communities. For more information, visit www.americorps.gov.

B. **Parties to this agreement:**

1324 - Homecroft Elementary, Duluth, Minnesota 55803

hereafter referred to collectively as "Service Site"

Reading & Math, Inc., hereafter referred to as "RMI", 1200 S Washington Ave, Ste 210B, Minneapolis MN 55415

C. Definitions:

1. **AmeriCorps Member.** Individual who makes a commitment to serve for one term through the Program in a specific Program position, as listed in addendum. AmeriCorps members are not employees or volunteers; they are completing service and should be referred to as a member.
2. **Service Site.** This is the location where an AmeriCorps member is placed and performs their daily service.
3. **Internal Coach and/or Site Supervisor.** Employee of the partnering Service Site who provides daily on site supervision to ensure Program objectives are met and AmeriCorps regulations are upheld.
4. **Program Staff.** Employee of RMI who provides oversight and management to the Program including, member recruitment/management, site management, and compliance to AmeriCorps regulations.
5. **CNCS.** Corporation for National and Community Service; federal agency for all AmeriCorps programs. Referred to as the "Corporation".

D. Early termination: At RMI's discretion, the Service Site's failure to comply with the terms and conditions of this Agreement may result in forfeiting of the Service Site's awarded members for the current program year.

SERVICE SITE RESPONSIBILITIES

A. **Commitment to the Program Objectives and Model:** The Service Site agrees to commit Program objectives and Program Model, as articulated in the addendum.

B. **AmeriCorps Service Environment**

1. **Safe and inclusive environment:** Provide the AmeriCorps member with a safe and welcoming service environment. Treat members as part of the staff team, including inviting them to participate in staff activities or workshops, including in staff communication (e.g., adding to a staff email list) listing in staff directory, providing a name badge if needed, etc.
2. **Program and member introduction:** Introduce member at a staff meeting or similar setting. Educate all staff about the purpose of the member position and Program. Leadership at the Service Site should be strong advocates for Program to garner staff support and buy-in.
3. **AmeriCorps signage:** Post an AmeriCorps sign provided by Program in a visible location, preferably in the front office, to identify the organization as an AmeriCorps site.
4. **Prohibited Activities:** Post the full list of Prohibited Activities provided by Program in the member's workspace.
5. **Non-displacement:** Ensure an AmeriCorps member is not used to displace an employee or paid position (see "Federal Policies" section of this agreement). Examples of inappropriate indirect service may include filling in for paid staff while on leave, office photocopying, answering phones, running errands, etc.
6. **Accessibility:** Ensure the Service Site is accessible to people with disabilities.
7. **Reasonable accommodations:** Work with Program Staff if a member requests reasonable accommodations to perform the essential functions of the AmeriCorps position.
8. **Workspace and computer access:** Provide members with a reasonable workspace, including:
 - i. Access to a phone and computer with Word, Excel, and Internet for Program-related purposes (i.e., completing time sheets, entering participant data in an online database, checking Program email, etc.). The computer used by the member 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 Program-related tasks and reviewing online Program support and training materials (e.g., viewing training videos posted to Vimeo).

- ii. Locked drawer to store confidential participant data.
 - iii. Issuing an accessible email address if common email providers are blocked at the Service Site.
 - iv. Reasonable and quiet space for members to work with individuals.
9. **Grievance Procedure:** Inform the Program, in writing, of any instance in which the Service Site wishes to initiate the grievance procedure that is maintained by RMI and the Program. The specific grievance must be cited to initiate the process. Concerns should be reported as early as possible. Formal grievances must be presented in writing within one year of the date of the disputed events. In the case of a grievance that alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation of Community and National Service Inspector General at <https://www.cncsoig.gov/hotline> or by calling 1-800-452-8210.
10. **Drug-Free Workplace Act:** Pursuant to the Drug-Free Workplace Act of 1988, the Program is committed to maintaining a drug and alcohol-free environment. Members are prohibited from the illegal use, manufacture, sale, dispensation, distribution, or possession of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Program premises, Service Sites, or while traveling in an official capacity. Service is conditioned upon compliance with this policy. The Program requires that each member engaged in the performance of a federal grant shall, as a condition of service under the grant, abide by the terms of this policy and shall notify Program Staff in writing of any criminal drug charge, arrest, or conviction occurring during service no later than five (5) days after such charge, arrest, or conviction. Upon receiving notice or otherwise learning about the charge, arrest, or conviction the Program will notify appropriate Federal-contracting agency within ten (10) days. Within 30 days of receiving such notice, the Program will (1) take disciplinary action up to and including exit for cause consistent with CNCS rules regarding termination and suspension of service, or (2) require the member to satisfactorily participate in an approved drug treatment program. The Program shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy. [Reference: 41 U.S.C. § 701 et seq.]
- C. **Internal Coach and/or Site Supervisor:** The Service Site must designate a staff person(s) to be the Internal Coach and/or Site Supervisor, who will provide programmatic support and supervision to the AmeriCorps member(s). **This individual must be designated before a member can be placed at the site.**

The Service Site must allow sufficient time for Internal Coach/Site Supervisors to fulfill their Program responsibilities, including attending required Program training and scheduled meetings. The time commitment is approximately 6-9 hours per month to support each member, plus required training.

If the designated Internal Coach/Site Supervisor is not able to complete the program year (e.g., they take a leave of absence from their position at the site), the Service Site is required to designate someone to be the Internal Coach/Site Supervisor for the remainder of the program year.

The duties of the Internal Coach and/or Site Supervisor include:

1. **On-site orientation:** Provide an on-site orientation for the AmeriCorps member. This will include a tour of the building(s), explanation of site policies (including dress code, safety procedures, and data confidentiality), site expectations for the member, etc. This orientation should include setting a schedule for weekly check-in meetings with each member.
2. **Member Safety:** In the event of a localized disaster or emergency that requires the closure of the service site (i.e. bomb threat, fire, blizzard, burst water pipe, teacher strike, etc.), the Internal Coach/Site Supervisor is responsible for notifying Program Staff immediately so that Program can enact an alternative service plan for the AmeriCorps member.
3. **Member time sheet approval:** Establish a sign-in and sign-out procedure on-site to verify hours served by the member. Approve member time sheets every two weeks by the deadline. If a member's time sheet is not approved by the deadline for the pay period, the member's living allowance will be delayed until the following pay period and the time sheet is approved.
4. **Set member schedule:** Develop a schedule with the member that includes:
 - i. The ability to serve a minimum weekly number of hours that aligns with the member's commitment as stated in their Member Service Agreement. (See Program-specific Addendum for details.)
 - ii. A full caseload of participants as defined by Program.
 - iii. Adequate time for data entry and meeting time with the Internal Coach/Site Supervisor.
 - iv. Time to attend all required training and/or events.
5. **Data checks:** Review data collected by members on a monthly basis to ensure accuracy and complete reporting of services provided. Internal Coaches/Site Supervisors can determine the most convenient method for themselves to monitor data collection.
6. **Performance management:** Set clear expectations for the member at the beginning of the year, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.

Work closely with Program Staff and Service Site administrators (if applicable) if disciplinary action is needed. Members are expected to adhere to site policies regarding issues such as confidentiality, safety, dress code, attendance, etc. The Service Site does not have the authority to terminate a member but does have the authority to enact the Program performance management procedure as outlined in the Program handbook given to Internal Coaches/Site Supervisors, which includes providing documentation required for the member's personnel file.

7. **Training attendance:** Attend required training as scheduled by Program.
8. **Program site visits:** Participate, as required or requested, in on-site visits by Program.
9. **In-Kind time reports:** Report, as required or requested, time spent dedicated to Program through a monthly in-kind report.

D. Member Recruitment and Selection

The Service Site will work in collaboration with Program Staff to recruit and fill its positions by the deadline set by Program.

1. **Recruitment:** The Service Site will utilize recruitment materials provided by Program to recruit individuals to serve in their site. Individuals should be directed to apply on Program's website.
2. **Interview:** The Service Site will have the option of participating in interviews alongside Program Staff to select the member(s) best suited for the Service Site. Program Staff will provide interview questions to ensure a fair and equitable process; completed interview questions must be on file before an offer can be made.
3. **Selection:** The Service Site will not extend an official offer to any applicant; it will, however, give its recommendation to Program Staff who are responsible for making an offer.

Program Staff reserve the right to make the final decision regarding the selection of members to enforce a fair and equitable hiring process. RMI will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

4. **Background checks:** Member service is contingent upon successful completion of a three-part federally mandated background check (FBI, state repository, and sex offender registry checks). RMI will conduct and pay for a thorough background check on each applicant prior to their official acceptance into the Program. RMI will notify Service Sites if the applicant did not clear the background check according to the RMI and AmeriCorps policy. Actual results of the background check will not be shared with sites without written permission from the applicant. Service Sites must notify Program Staff if it intends to conduct its own additional background check. A member may not asked to pay for the cost of a background check.

Members 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 personnel cleared for access to vulnerable populations. The site is responsible for verifying and documenting accompaniment during this person.

5. **Replacing members:** In most cases, the site may not replace a member who exits the Program early. However, sites are allowed to replace a member who terminates service before completing 30 percent of the term.
6. **Transferring members:** The Program reserves the right to transfer members from one partner organization to another partner organization in circumstances in which Program requirements are not being fulfilled. Other situations may arise which will require the Program to transfer a member on a case-by-case basis.
7. **Unfilled positions:** Positions awarded, but not filled by the deadline, may be re-awarded by the Program to another Service Site.
8. **Prohibition on member employment at Service Site:** Members should not obtain paid employment at their Service Site while simultaneously enrolled as an AmeriCorps member (excluding Educator Corps). If your member expresses interest in onsite employment opportunities, or is already employed by your site, please speak with your Program Staff to ensure compliance with federal guidance (AmeriCorps State and National Policy FAQs C.38).

Additionally, the site may not hire its member (or a member currently serving at another Service Site) as a staff person during their term of service as it would require a member to cease their service with AmeriCorps. Every reasonable effort should be made by the site to support a member in the successful completion of their Program commitment.

- E. **On-Site Training and/or Staff Meetings:** The Service Site will include members in relevant on-site training and/or staff meetings as part of their AmeriCorps service. Any expenses related to this training (e.g. food) are paid for by the Service Site.
- F. **Participant Data:** The Service Site will support members in collecting data for participants who receive services from the Program, as detailed in the addendum. Data is maintained online in a secure, data-privacy-compliant system. Service Sites are responsible for attending data management system training and monitoring their members' reports to ensure data is submitted regularly and accurately.
- G. **Data Privacy:** RMI is required by law to protect the confidentiality of Personally Identifiable Information (PII) that is collected.

PII is defined as any information, physical or electronic, about an individual that can be used to distinguish or trace a person's identity, including but not limited to: name, social security number, date and place of birth, mother's maiden name, education, financial transactions, medical, criminal and employment history, biometric records, and any other personal information that is linked or linkable to an individual.

Protecting PII includes establishing procedures to prepare for and respond to a breach of confidentiality.

“Breach” is defined as: loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users and for other than authorized purpose have access or potential access to PII.

RMI protects the confidentiality of PII by:

- Designating a PII Security Coordinator;
- Identifying the types of PII that we collect, the places where its is stored, and the service providers with whom it is shared;
- Documenting policies and procedures in place to protect PII, regardless of where it is stored;
- Identifying and documenting realistic risks to the security, confidentiality, and integrity of PII; and,
- Following those procedures in the event of a breach.

RMI Program Staff must be notified immediately if any representative of the Service Site suspects a breach of confidentiality related to the execution of the activities outlined in this agreement.

- H. **Site Fees:** Some Programs require that Service Sites pay a site fee for the Program. Please see Program-specific addendum for amount and payment requirements.
- I. **In-Kind Contributions:** Report, as required or requested, the Service Site’s non-monetary contribution that is required for Program to operate and includes the value of the following items: 1) building operating costs, including electricity, heat, trash removal, janitorial costs, office supplies, etc., 2) internal coach/site supervisor annual salary and fringe, 3) principal annual salary and fringe (if applicable). The Service Site’s finance department or business office should complete the form annually, as requested. Principal time will be tracked by Program and will need to be verified by the principal on a regular basis.

READING & MATH, INC. RESPONSIBILITIES

Program Staff are employees of Reading & Math, Inc. They are responsible for providing oversight to the Program, including member recruitment/management and site management, and compliance with state and federal AmeriCorps regulations.

A. Member Recruitment and Selection:

1. **Recruitment:** Program Staff will work in collaboration with the Service Site to recruit members. Program Staff will provide recruitment materials to the Service Site. Program Staff implement recruitment plans.
2. **Interviewing:** Program Staff will screen all applications and conduct a phone interview. Program Staff will support sites in conducting a final interview or will conduct the interview by themselves if the site is unable.
3. **Selection:** Program Staff will work together with the site to make selection decisions. Program Staff have the responsibility and authority to extend an offer for a position to an applicant. RMI reserves the right to make final selection decisions. Program Staff will assist the site in filling all positions by the deadline.
4. **Background checks:** RMI conducts all required background checks, as noted in a previous section of this Site Agreement. RMI will not conduct background checks on volunteers recruited by members to assist with Service Site events.

B. Member Management:

1. **Member training:** Program Staff will coordinate the logistics and schedule the member and Internal Coach/Site Supervisor trainings that occur throughout the year.
2. **Data management systems:** RMI will provide a secure, online data management system for tracking participant information and progress. RMI provides the training for members and supervisors.
3. **Content experts:** RMI supports services sites and members by providing content experts that support the implementation of the Program model at Service Sites. (See Program-specific addendum for details.)
4. **Member site visits:** Program Staff will conduct site visits, as needed, during the year with each member and Internal Coach/Site Supervisor.
5. **Monitoring program requirements:** Program Staff will track and monitor each member's progress in completing Program requirements and provide timely updates to the Internal Coach/Site Supervisor to ensure members will complete required service hours by the end of their term of service.

6. **Member personnel file:** RMI is responsible for completing and maintaining a personnel file for each member, which includes all required documents (member eligibility documentation, time sheets, disciplinary action, performance evaluations, etc.).
7. **Member benefits:** RMI is responsible for administering and overseeing the member benefits (as applicable), including living allowance, education award, health insurance, federal student loan forbearance, child care reimbursement, and housing and/or transportation assistance if the member qualifies.
8. **Conflict resolution:** Program Staff work together with the Internal Coach/Site Supervisor in resolving any member issues. The Program Staff, not the Service Site, has the authority to terminate a member.

FEDERAL POLICY: PROHIBITED ACTIVITIES FOR AMERICORPS MEMBERS

AmeriCorps members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below per 45 CFR 2520.65.

- A. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the 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;
 - v. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation funds are not used to support the religious activities; and
 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;
 11. Such other activities as the Corporation may prohibit.
- B. 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 while doing so.

FEDERAL POLICIES: SUPPLANTATION, NON-DUPLICATION AND NON-DISPLACEMENT POLICY

These policies outline restrictions that govern the use of Corporation for National and Community Service (CNCS) assistance.

A. Supplantation:

Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program in the fiscal year that support is to be provided is not less than the previous fiscal year. [45 CFR 2540.100 (a)]

B. Non-Duplication:

Corporation assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the 'Non-displacement' 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. [45 CFR 2540.100 (e)]

C. Non-Displacement:

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-
 - I. Will supplant the hiring of employed workers; or
 - II. 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-
 - I. Presently employed worker;
 - II. Employee who recently resigned or was discharged;
 - III. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
7. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
8. Employee who is on strike or being locked out.

[45 CFR 2540.100 (f)]

FEDERAL POLICY: NON-DISCRIMINATION POLICY

RMI does not discriminate in Program admission on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

Member selection is based solely on an applicant's ability to perform the essential functions of the position in the opinion of RMI.

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. If you believe that you or others have been discriminated against, or if you want more information, contact:

Reading & Math, Inc.

1200 S. Washington Ave, Ste 210B, Minneapolis, MN 55415
humanresources@servetogrow.org or (612) 206-3030

Equal Opportunity Program (EOP)

Corporation for National and Community Service
1201 New York Ave NW, Washington, DC 20525
Voice: (202) 606-7503; TTY: (202) 565-2799; Email: eo@cns.gov

RMI make every effort to ensure that its partner agencies have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their Internal Coach/Site Supervisor, site contact, and/or RMI Program Staff. If the partner agency is found to be engaging in such activities, removal of the current member(s) and denial of future members at that agency may result.

Discrimination on the part of AmeriCorps members will also 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. RMI 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 member who believes that he or she has 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 RMI Program Staff.

Note to Service Sites: In any case of discrimination related to an AmeriCorps member, the Service Site must contact RMI Program Staff before taking action.

Full text of the CNCS Civil Rights and Non-Harassment Policy can be found in the AmeriCorps Program Manual provided to AmeriCorps members and Internal Coaches/Site Supervisors at the beginning of each program year.

DIVERSITY, EQUITY AND INCLUSION

Reading & Math, Inc.'s Diversity, Equity and Inclusion Statement:

Relationships are the containers in which meaningful change occurs. We invest in relationships. We work to ensure that all humans are seen, heard and valued. To achieve this, we commit to acknowledging the power we hold and stewarding that power in ways that dismantle systemic and individual injustice.

RMI values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible diversity present without our Program. RMI believes that we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. By agreeing to be a Service Site, 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 RMI or its partner organizations that is not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement and any further relationship between RMI and the Service Site could be terminated.

CERTIFICATION

This Site Agreement and attached program-specific addendum(s) serve as an agreement between the Service Site and the Program for the stated program year. The terms of this agreement will end on July 31, 2021 . Amendments to this agreement shall be done in writing.

The Parties will mutually agree to specific Programs to be provided by RMI and attach them to this Agreement in the Addendum(s).

Member Award

Homecroft Elementary (K3): Elementary Literacy Tutor - 2 Full-Time

Homecroft Elementary (K3): Kindergarten-Focused Literacy Tutor - 1 Full-Time


This award may be changed by request of the Service Site or Program or through the enforcement of the terms of this agreement. Changes will be negotiated, approved, and confirmed exclusively via email communication.

Signature

You must complete the electronic version in its entirety to certify that you have read and understand the agreement prior to a member being placed at your Service Site.

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

Service Site Staff Name Thomas Cawcutt	Title Principal
Service Site Staff Signature	Date



 Catherine A Erickson, CFB

K3 Reading Corps Addendum

READING & MATH, INC.



The purpose of this addendum is to establish the basic parameters of the Service Site's participation in Minnesota K3 Reading Corps for the 2020-2021 program year. Reading Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

Parties to this agreement:

1324 - Homecroft Elementary, Duluth, Minnesota 55803

hereafter referred to collectively as "Service Site".

Reading & Math, Inc., hereafter referred to as "RMI", 1200 S Washington Ave, Ste 210B, Minneapolis MN 55415

A. Program Model

1. Member Position

- i. Elementary Literacy Tutor: Tutors are trained to provide targeted reading skill practice, commonly called intervention, primarily in the areas of phonemic awareness, phonics, and fluency. Tutors deliver daily twenty-minute intervention sessions with Kindergarten through third grade students.

2. Interventions and Assessments

- i. Reading Corps tutors are responsible for administering the assessments; Internal Coaches are responsible for observing the tutor for assessment reliability.
- ii. Reading Corps tutors are responsible for entering benchmarking and progress monitoring data into the Reading Corps data management system.
 - 1. Reading Corps tutors collect benchmark data three times throughout the year during the specified assessment windows set by RMI. Students

tested include all students who have been served by Reading Corps in previous years, and any students the site would like to screen for eligibility for Reading Corps services.

- iii. Reading Corps tutors are responsible for delivering interventions to a full caseload of students for 20 minutes per student per day.

3. Content Expert Role

- i. An RMI-designated Master Coach meets with the Internal Coach and Reading Corps tutor - as needed, but can be as often as monthly - to review student graphs, select appropriate interventions and ensure fidelity to the program.

B. Member Schedules

1. **Member Types/Hours Expectations:** The Internal Coach will develop a daily schedule with the tutor that maximizes student service and includes:

- i. Adequate time to complete the required hours of service per day/week for the school year:
 1. Full-time tutor serves 35 hours per week
 2. Part-time tutor serves 25 hours per week
 3. Reduced part-time tutor serves 18 hours per week
- ii. Sufficient time to complete data entry and respond to email (using a computer at the school)
- iii. Sufficient time to meet with the Internal Coach and prepare for tutoring sessions

C. Data Privacy

1. FERPA Expectations

- i. 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.
- ii. Tutors and Coaches that implement the Reading Corps program 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.
- iii. 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 supplied by Service Site to RMI.
- iv. **Service Sites must designate RMI/Reading Corps as a school official in their FERPA policy.**
- v. RMI reserves the right to request proof that Service Site is following all required FERPA and State laws related to data privacy, including requesting a copy of the Service Site's annual FERPA notice of rights to eligible students and/or parents.

2. **Data required from Service Site:** The Site will ensure all requested student data are provided to Reading Corps in a timely manner, and that all students served by Reading Corps complete assessments administered by the member(s).
3. **Data collected by members:** Reading Corps tutors and/or coaches collect the following data throughout the school year:
 - i. Student assessment data
 1. Reading Corps uses standardized, individually administered measures that are reliable and valid indicators of literacy skills.
 - ii. Tutor log data
 1. 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.
 - iii. Fidelity data
 1. Internal Coaches and Master Coaches will be responsible for using the Benchmark Integrity checklists to observe tutors administering and scoring student assessments prior to each benchmark window (fall, winter, and spring) to ensure reliability. Internal Coaches and Master Coaches will also be responsible for using Intervention Integrity Observation Checklists to observe tutors using the prescribed interventions to ensure fidelity. Internal Coaches will observe tutors twice per month to collect intervention fidelity data.

CERTIFICATION

This program specific addendum serves as an agreement between the Service Site and the Program for the stated program year as a part of the Site Agreement signed for 2020-2021. The terms of this agreement will end on July 31, 2021 . Amendments to this agreement shall be done in writing.

Signature

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement, including but not limited to:

- Protect all PII per FERPA and other applicable Federal and local laws
- Designate RMI/Reading Corps as a School Official in site's FERPA policy

Service Site Staff Name Thomas Cawcutt	Title Principal
Service Site Staff Signature	Date



Catherine Erickson, CFO

Certificate Of Completion

Envelope Id: 151C2762D85F48DD8BA6BD27F306283E
 Subject: Reading Corps Site Agreement 2020-2021 -- Due by April 2, 2020
 Source Envelope:
 Document Pages: 19
 Certificate Pages: 1
 AutoNav: Disabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Delivered

Envelope Originator:
 Reading & Math, Inc.
 1200 Washington Ave S
 Minneapolis, MN 55415
 docusign@servetogrow.org
 IP Address: 34.226.132.221

Record Tracking

Status: Original
 3/26/2020 2:24:00 PM

Holder: Reading & Math, Inc.
 docusign@servetogrow.org

Location: DocuSign

Signer Events

Thomas Cawcutt
 thomas.cawcutt@isd709.org
 X

Signature

Timestamp

Sent: 3/26/2020 2:24:00 PM
 Viewed: 3/27/2020 10:24:27 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

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Certified Delivered

Hashed/Encrypted
 Security Checked

3/26/2020 2:24:00 PM
 3/27/2020 10:24:27 AM

Payment Events

Status

Timestamps



Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

STUDENT TEACHING LETTER OF AGREEMENT

Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and Duluth Public Schools/ ISD 709 ("District"), and is effective as of the date of the last signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort and will receive an invitation to participate in an annual focus group.

B. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a district employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement of 12 weeks (16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Holds a teaching credential or license for the subject area and/or grade level being taught;
- Has a minimum of 3 years of teaching experience with strong evaluations;
- Demonstrates a positive impact on student learning in the classroom;
- Demonstrates ability to serve as a positive role model and mentor;
- Demonstrates actions related to leadership qualities and collaborating with others;
- Has successfully and with positive impact mentored teacher candidates, colleagues, and/or adults;
- Uses a computer to correspond with WGU staff and complete online evaluation forms; and
- Models consistently the dispositions and ethical considerations expected of WGU Teacher Candidates:
 - caring and considerate
 - affirming of diversity and cross-culturally competent
 - reflective practitioner
 - equitable and fair
 - committed to the belief that all students can learn
 - collaborative
 - technologically proficient
 - professional in leadership

D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experiences.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to have completed a background check acceptable to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.
- Facilitate a Cohort Seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates.

- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Encourage Cooperating Teachers to participate in WGU's training, held for each cohort (Fall or Spring) when a new Teacher Candidate is assigned, to understand WGU's policies, processes, procedures, and how to mentor adult learners.
- Encourage Cooperating Teachers to participate annually in WGU's Evaluation Form Calibration.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

F. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
 - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
 - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.
- **Video Recordings.** During Student Teaching, Teacher Candidates may be required to submit video recordings of their classroom teaching performance (recordings). Such recordings are designed to assist Teacher Candidates in improving their instruction and allow WGU to evaluate Teacher Candidate performance. Although student images may appear in the recordings, the primary focus is on the instruction and not the students or other adults in the classroom. The recordings will not be made public and will be uploaded to a secure site to be scored by WGU evaluators. WGU will instruct Teacher Candidates: (i) on appropriate protocol to submit recordings for evaluation; (ii) that no part of the recordings should be used for any personal or professional purposes outside of performance evaluation; and (iii) that recordings be destroyed once the evaluation is completed. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of District's students should be agreed directly between the District and Teacher Candidates.

- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
- **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
- **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, Vietnam-era veteran status, or any other basis protected by law.
- **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WGU

DISTRICT

By: Stacey Ludwig Johnson

By: Carrie Olson

Title: VP, Academic Operations

Title: CEO

Date: 3-10-20

Point of Contact:

Point of Contact:

Email: fieldplacement@wgu.edu

Email:

Phone: 866-889-0132 (Option 1)

Phone:

For notice purposes, contact:

For notice purposes, contact:

General Counsel

Western Governors University

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-2533

Site Agreement

READING & MATH, INC.



The purpose of this agreement is to establish the basic parameters of the Service Site's participation in AmeriCorps with Reading & Math, Inc. for the 2020-2021 program year. Reading & Math, Inc. administers AmeriCorps programs that provide AmeriCorps members as a resource.

A. **AmeriCorps programs:** Reading Corps, Math Corps, Opportunity Corps, and Recovery Corps, hereafter referred to collectively as "Program," are AmeriCorps programs. AmeriCorps is a national service program that engages people in a year-long commitment to service in meeting needs in their local communities. For more information, visit www.americorps.gov.

B. **Parties to this agreement:**

1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807

hereafter referred to collectively as "Service Site"

Reading & Math, Inc., hereafter referred to as "RMI", 1200 S Washington Ave, Ste 210B, Minneapolis MN 55415

C. Definitions:

1. **AmeriCorps Member.** Individual who makes a commitment to serve for one term through the Program in a specific Program position, as listed in addendum. AmeriCorps members are not employees or volunteers; they are completing service and should be referred to as a member.
2. **Service Site.** This is the location where an AmeriCorps member is placed and performs their daily service.
3. **Internal Coach and/or Site Supervisor.** Employee of the partnering Service Site who provides daily on site supervision to ensure Program objectives are met and AmeriCorps regulations are upheld.
4. **Program Staff.** Employee of RMI who provides oversight and management to the Program including, member recruitment/management, site management, and compliance to AmeriCorps regulations.
5. **CNCS.** Corporation for National and Community Service; federal agency for all AmeriCorps programs. Referred to as the "Corporation".

D. Early termination: At RMI's discretion, the Service Site's failure to comply with the terms and conditions of this Agreement may result in forfeiting of the Service Site's awarded members for the current program year.

SERVICE SITE RESPONSIBILITIES

A. **Commitment to the Program Objectives and Model:** The Service Site agrees to commit Program objectives and Program Model, as articulated in the addendum.

B. **AmeriCorps Service Environment**

1. **Safe and inclusive environment:** Provide the AmeriCorps member with a safe and welcoming service environment. Treat members as part of the staff team, including inviting them to participate in staff activities or workshops, including in staff communication (e.g., adding to a staff email list) listing in staff directory, providing a name badge if needed, etc.
2. **Program and member introduction:** Introduce member at a staff meeting or similar setting. Educate all staff about the purpose of the member position and Program. Leadership at the Service Site should be strong advocates for Program to garner staff support and buy-in.
3. **AmeriCorps signage:** Post an AmeriCorps sign provided by Program in a visible location, preferably in the front office, to identify the organization as an AmeriCorps site.
4. **Prohibited Activities:** Post the full list of Prohibited Activities provided by Program in the member's workspace.
5. **Non-displacement:** Ensure an AmeriCorps member is not used to displace an employee or paid position (see "Federal Policies" section of this agreement). Examples of inappropriate indirect service may include filling in for paid staff while on leave, office photocopying, answering phones, running errands, etc.
6. **Accessibility:** Ensure the Service Site is accessible to people with disabilities.
7. **Reasonable accommodations:** Work with Program Staff if a member requests reasonable accommodations to perform the essential functions of the AmeriCorps position.
8. **Workspace and computer access:** Provide members with a reasonable workspace, including:
 - i. Access to a phone and computer with Word, Excel, and Internet for Program-related purposes (i.e., completing time sheets, entering participant data in an online database, checking Program email, etc.). The computer used by the member 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 Program-related tasks and reviewing online Program support and training materials (e.g., viewing training videos posted to Vimeo).

- ii. Locked drawer to store confidential participant data.
 - iii. Issuing an accessible email address if common email providers are blocked at the Service Site.
 - iv. Reasonable and quiet space for members to work with individuals.
 9. **Grievance Procedure:** Inform the Program, in writing, of any instance in which the Service Site wishes to initiate the grievance procedure that is maintained by RMI and the Program. The specific grievance must be cited to initiate the process. Concerns should be reported as early as possible. Formal grievances must be presented in writing within one year of the date of the disputed events. In the case of a grievance that alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation of Community and National Service Inspector General at <https://www.cncsoig.gov/hotline> or by calling 1-800-452-8210.
 10. **Drug-Free Workplace Act:** Pursuant to the Drug-Free Workplace Act of 1988, the Program is committed to maintaining a drug and alcohol-free environment. Members are prohibited from the illegal use, manufacture, sale, dispensation, distribution, or possession of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Program premises, Service Sites, or while traveling in an official capacity. Service is conditioned upon compliance with this policy. The Program requires that each member engaged in the performance of a federal grant shall, as a condition of service under the grant, abide by the terms of this policy and shall notify Program Staff in writing of any criminal drug charge, arrest, or conviction occurring during service no later than five (5) days after such charge, arrest, or conviction. Upon receiving notice or otherwise learning about the charge, arrest, or conviction the Program will notify appropriate Federal-contracting agency within ten (10) days. Within 30 days of receiving such notice, the Program will (1) take disciplinary action up to and including exit for cause consistent with CNCS rules regarding termination and suspension of service, or (2) require the member to satisfactorily participate in an approved drug treatment program. The Program shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy. [Reference: 41 U.S.C. § 701 et seq.]
- C. **Internal Coach and/or Site Supervisor:** The Service Site must designate a staff person(s) to be the Internal Coach and/or Site Supervisor, who will provide programmatic support and supervision to the AmeriCorps member(s). **This individual must be designated before a member can be placed at the site.**

The Service Site must allow sufficient time for Internal Coach/Site Supervisors to fulfill their Program responsibilities, including attending required Program training and scheduled meetings. The time commitment is approximately 6-9 hours per month to support each member, plus required training.

If the designated Internal Coach/Site Supervisor is not able to complete the program year (e.g., they take a leave of absence from their position at the site), the Service Site is required to designate someone to be the Internal Coach/Site Supervisor for the remainder of the program year.

The duties of the Internal Coach and/or Site Supervisor include:

1. **On-site orientation:** Provide an on-site orientation for the AmeriCorps member. This will include a tour of the building(s), explanation of site policies (including dress code, safety procedures, and data confidentiality), site expectations for the member, etc. This orientation should include setting a schedule for weekly check-in meetings with each member.
2. **Member Safety:** In the event of a localized disaster or emergency that requires the closure of the service site (i.e. bomb threat, fire, blizzard, burst water pipe, teacher strike, etc.), the Internal Coach/Site Supervisor is responsible for notifying Program Staff immediately so that Program can enact an alternative service plan for the AmeriCorps member.
3. **Member time sheet approval:** Establish a sign-in and sign-out procedure on-site to verify hours served by the member. Approve member time sheets every two weeks by the deadline. If a member's time sheet is not approved by the deadline for the pay period, the member's living allowance will be delayed until the following pay period and the time sheet is approved.
4. **Set member schedule:** Develop a schedule with the member that includes:
 - i. The ability to serve a minimum weekly number of hours that aligns with the member's commitment as stated in their Member Service Agreement. (See Program-specific Addendum for details.)
 - ii. A full caseload of participants as defined by Program.
 - iii. Adequate time for data entry and meeting time with the Internal Coach/Site Supervisor.
 - iv. Time to attend all required training and/or events.
5. **Data checks:** Review data collected by members on a monthly basis to ensure accuracy and complete reporting of services provided. Internal Coaches/Site Supervisors can determine the most convenient method for themselves to monitor data collection.
6. **Performance management:** Set clear expectations for the member at the beginning of the year, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.

Work closely with Program Staff and Service Site administrators (if applicable) if disciplinary action is needed. Members are expected to adhere to site policies regarding issues such as confidentiality, safety, dress code, attendance, etc. The Service Site does not have the authority to terminate a member but does have the authority to enact the Program performance management procedure as outlined in the Program handbook given to Internal Coaches/Site Supervisors, which includes providing documentation required for the member's personnel file.

7. **Training attendance:** Attend required training as scheduled by Program.
8. **Program site visits:** Participate, as required or requested, in on-site visits by Program.
9. **In-Kind time reports:** Report, as required or requested, time spent dedicated to Program through a monthly in-kind report.

D. Member Recruitment and Selection

The Service Site will work in collaboration with Program Staff to recruit and fill its positions by the deadline set by Program.

1. **Recruitment:** The Service Site will utilize recruitment materials provided by Program to recruit individuals to serve in their site. Individuals should be directed to apply on Program's website.
2. **Interview:** The Service Site will have the option of participating in interviews alongside Program Staff to select the member(s) best suited for the Service Site. Program Staff will provide interview questions to ensure a fair and equitable process; completed interview questions must be on file before an offer can be made.
3. **Selection:** The Service Site will not extend an official offer to any applicant; it will, however, give its recommendation to Program Staff who are responsible for making an offer.

Program Staff reserve the right to make the final decision regarding the selection of members to enforce a fair and equitable hiring process. RMI will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

4. **Background checks:** Member service is contingent upon successful completion of a three-part federally mandated background check (FBI, state repository, and sex offender registry checks). RMI will conduct and pay for a thorough background check on each applicant prior to their official acceptance into the Program. RMI will notify Service Sites if the applicant did not clear the background check according to the RMI and AmeriCorps policy. Actual results of the background check will not be shared with sites without written permission from the applicant. Service Sites must notify Program Staff if it intends to conduct its own additional background check. A member may not be asked to pay for the cost of a background check.

Members 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 personnel cleared for access to vulnerable populations. The site is responsible for verifying and documenting accompaniment during this person.

5. **Replacing members:** In most cases, the site may not replace a member who exits the Program early. However, sites are allowed to replace a member who terminates service before completing 30 percent of the term.
6. **Transferring members:** The Program reserves the right to transfer members from one partner organization to another partner organization in circumstances in which Program requirements are not being fulfilled. Other situations may arise which will require the Program to transfer a member on a case-by-case basis.
7. **Unfilled positions:** Positions awarded, but not filled by the deadline, may be re-awarded by the Program to another Service Site.
8. **Prohibition on member employment at Service Site:** Members should not obtain paid employment at their Service Site while simultaneously enrolled as an AmeriCorps member (excluding Educator Corps). If your member expresses interest in onsite employment opportunities, or is already employed by your site, please speak with your Program Staff to ensure compliance with federal guidance (AmeriCorps State and National Policy FAQs C.38).

Additionally, the site may not hire its member (or a member currently serving at another Service Site) as a staff person during their term of service as it would require a member to cease their service with AmeriCorps. Every reasonable effort should be made by the site to support a member in the successful completion of their Program commitment.

- E. **On-Site Training and/or Staff Meetings:** The Service Site will include members in relevant on-site training and/or staff meetings as part of their AmeriCorps service. Any expenses related to this training (e.g. food) are paid for by the Service Site.
- F. **Participant Data:** The Service Site will support members in collecting data for participants who receive services from the Program, as detailed in the addendum. Data is maintained online in a secure, data-privacy-compliant system. Service Sites are responsible for attending data management system training and monitoring their members' reports to ensure data is submitted regularly and accurately.
- G. **Data Privacy:** RMI is required by law to protect the confidentiality of Personally Identifiable Information (PII) that is collected.

PII is defined as any information, physical or electronic, about an individual that can be used to distinguish or trace a person's identity, including but not limited to: name, social security number, date and place of birth, mother's maiden name, education, financial transactions, medical, criminal and employment history, biometric records, and any other personal information that is linked or linkable to an individual.

Protecting PII includes establishing procedures to prepare for and respond to a breach of confidentiality.

“Breach” is defined as: loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users and for other than authorized purpose have access or potential access to PII.

RMI protects the confidentiality of PII by:

- Designating a PII Security Coordinator;
- Identifying the types of PII that we collect, the places where its is stored, and the service providers with whom it is shared;
- Documenting policies and procedures in place to protect PII, regardless of where it is stored;
- Identifying and documenting realistic risks to the security, confidentiality, and integrity of PII; and,
- Following those procedures in the event of a breach.

RMI Program Staff must be notified immediately if any representative of the Service Site suspects a breach of confidentiality related to the execution of the activities outlined in this agreement.

- H. **Site Fees:** Some Programs require that Service Sites pay a site fee for the Program. Please see Program-specific addendum for amount and payment requirements.
- I. **In-Kind Contributions:** Report, as required or requested, the Service Site’s non-monetary contribution that is required for Program to operate and includes the value of the following items: 1) building operating costs, including electricity, heat, trash removal, janitorial costs, office supplies, etc., 2) internal coach/site supervisor annual salary and fringe, 3) principal annual salary and fringe (if applicable). The Service Site’s finance department or business office should complete the form annually, as requested. Principal time will be tracked by Program and will need to be verified by the principal on a regular basis.

READING & MATH, INC. RESPONSIBILITIES

Program Staff are employees of Reading & Math, Inc. They are responsible for providing oversight to the Program, including member recruitment/management and site management, and compliance with state and federal AmeriCorps regulations.

A. Member Recruitment and Selection:

1. **Recruitment:** Program Staff will work in collaboration with the Service Site to recruit members. Program Staff will provide recruitment materials to the Service Site. Program Staff implement recruitment plans.
2. **Interviewing:** Program Staff will screen all applications and conduct a phone interview. Program Staff will support sites in conducting a final interview or will conduct the interview by themselves if the site is unable.
3. **Selection:** Program Staff will work together with the site to make selection decisions. Program Staff have the responsibility and authority to extend an offer for a position to an applicant. RMI reserves the right to make final selection decisions. Program Staff will assist the site in filling all positions by the deadline.
4. **Background checks:** RMI conducts all required background checks, as noted in a previous section of this Site Agreement. RMI will not conduct background checks on volunteers recruited by members to assist with Service Site events.

B. Member Management:

1. **Member training:** Program Staff will coordinate the logistics and schedule the member and Internal Coach/Site Supervisor trainings that occur throughout the year.
2. **Data management systems:** RMI will provide a secure, online data management system for tracking participant information and progress. RMI provides the training for members and supervisors.
3. **Content experts:** RMI supports services sites and members by providing content experts that support the implementation of the Program model at Service Sites. (See Program-specific addendum for details.)
4. **Member site visits:** Program Staff will conduct site visits, as needed, during the year with each member and Internal Coach/Site Supervisor.
5. **Monitoring program requirements:** Program Staff will track and monitor each member's progress in completing Program requirements and provide timely updates to the Internal Coach/Site Supervisor to ensure members will complete required service hours by the end of their term of service.

6. **Member personnel file:** RMI is responsible for completing and maintaining a personnel file for each member, which includes all required documents (member eligibility documentation, time sheets, disciplinary action, performance evaluations, etc.).
7. **Member benefits:** RMI is responsible for administering and overseeing the member benefits (as applicable), including living allowance, education award, health insurance, federal student loan forbearance, child care reimbursement, and housing and/or transportation assistance if the member qualifies.
8. **Conflict resolution:** Program Staff work together with the Internal Coach/Site Supervisor in resolving any member issues. The Program Staff, not the Service Site, has the authority to terminate a member.

FEDERAL POLICY: PROHIBITED ACTIVITIES FOR AMERICORPS MEMBERS

AmeriCorps members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below per 45 CFR 2520.65.

- A. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the 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;
 - v. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation funds are not used to support the religious activities; and
 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;
 11. Such other activities as the Corporation may prohibit.
- B. 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 while doing so.

FEDERAL POLICIES: SUPPLANTATION, NON-DUPLICATION AND NON-DISPLACEMENT POLICY

These policies outline restrictions that govern the use of Corporation for National and Community Service (CNCS) assistance.

A. Supplantation:

Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program in the fiscal year that support is to be provided is not less than the previous fiscal year. [45 CFR 2540.100 (a)]

B. Non-Duplication:

Corporation assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the 'Non-displacement' 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. [45 CFR 2540.100 (e)]

C. Non-Displacement:

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-
 - I. Will supplant the hiring of employed workers; or
 - II. 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-
 - I. Presently employed worker;
 - II. Employee who recently resigned or was discharged;
 - III. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
7. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
8. Employee who is on strike or being locked out.

[45 CFR 2540.100 (f)]

FEDERAL POLICY: NON-DISCRIMINATION POLICY

RMI does not discriminate in Program admission on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

Member selection is based solely on an applicant's ability to perform the essential functions of the position in the opinion of RMI.

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. If you believe that you or others have been discriminated against, or if you want more information, contact:

Reading & Math, Inc.

1200 S. Washington Ave, Ste 210B, Minneapolis, MN 55415
humanresources@servetogrow.org or (612) 206-3030

Equal Opportunity Program (EOP)

Corporation for National and Community Service
1201 New York Ave NW, Washington, DC 20525
Voice: (202) 606-7503; TTY: (202) 565-2799; Email: eo@cns.gov

RMI make every effort to ensure that its partner agencies have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their Internal Coach/Site Supervisor, site contact, and/or RMI Program Staff. If the partner agency is found to be engaging in such activities, removal of the current member(s) and denial of future members at that agency may result.

Discrimination on the part of AmeriCorps members will also 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. RMI 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 member who believes that he or she has 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 RMI Program Staff.

Note to Service Sites: In any case of discrimination related to an AmeriCorps member, the Service Site must contact RMI Program Staff before taking action.

Full text of the CNCS Civil Rights and Non-Harassment Policy can be found in the AmeriCorps Program Manual provided to AmeriCorps members and Internal Coaches/Site Supervisors at the beginning of each program year.

DIVERSITY, EQUITY AND INCLUSION

Reading & Math, Inc.'s Diversity, Equity and Inclusion Statement:

Relationships are the containers in which meaningful change occurs. We invest in relationships. We work to ensure that all humans are seen, heard and valued. To achieve this, we commit to acknowledging the power we hold and stewarding that power in ways that dismantle systemic and individual injustice.

RMI values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible diversity present without our Program. RMI believes that we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. By agreeing to be a Service Site, 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 RMI or its partner organizations that is not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement and any further relationship between RMI and the Service Site could be terminated.

CERTIFICATION

This Site Agreement and attached program-specific addendum(s) serve as an agreement between the Service Site and the Program for the stated program year. The terms of this agreement will end on July 31, 2021 . Amendments to this agreement shall be done in writing.

The Parties will mutually agree to specific Programs to be provided by RMI and attach them to this Agreement in the Addendum(s).

Member Award

- Laura MacArthur Elementary (K3): Elementary Literacy Tutor - 1 Full-Time, 2 Part-Time
- Laura MacArthur Elementary (K3): Kindergarten-Focused Literacy Tutor - 1 Full-Time
- Laura MacArthur Elementary (Math): Math Enrichment Tutor - 1 Full-Time

This award may be changed by request of the Service Site or Program or through the enforcement of the terms of this agreement. Changes will be negotiated, approved, and confirmed exclusively via email communication.

Signature

You must complete the electronic version in its entirety to certify that you have read and understand the agreement prior to a member being placed at your Service Site.

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

Service Site Staff Name James Erickson	Title Principal
Service Site Staff Signature	Date

Cathy Erickson

 Cathy Erickson, CEO

K3 Reading Corps Addendum

READING & MATH, INC.



The purpose of this addendum is to establish the basic parameters of the Service Site's participation in Minnesota K3 Reading Corps for the 2020-2021 program year. Reading Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

Parties to this agreement:

1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807

hereafter referred to collectively as "Service Site".

Reading & Math, Inc., hereafter referred to as "RMI", 1200 S Washington Ave, Ste 210B, Minneapolis MN 55415

A. Program Model

1. Member Position

- i. Elementary Literacy Tutor: Tutors are trained to provide targeted reading skill practice, commonly called intervention, primarily in the areas of phonemic awareness, phonics, and fluency. Tutors deliver daily twenty-minute intervention sessions with Kindergarten through third grade students.

2. Interventions and Assessments

- i. Reading Corps tutors are responsible for administering the assessments; Internal Coaches are responsible for observing the tutor for assessment reliability.
- ii. Reading Corps tutors are responsible for entering benchmarking and progress monitoring data into the Reading Corps data management system.
 1. Reading Corps tutors collect benchmark data three times throughout the year during the specified assessment windows set by RMI. Students

tested include all students who have been served by Reading Corps in previous years, and any students the site would like to screen for eligibility for Reading Corps services.

- iii. Reading Corps tutors are responsible for delivering interventions to a full caseload of students for 20 minutes per student per day.

3. Content Expert Role

- i. An RMI-designated Master Coach meets with the Internal Coach and Reading Corps tutor - as needed, but can be as often as monthly - to review student graphs, select appropriate interventions and ensure fidelity to the program.

B. Member Schedules

1. **Member Types/Hours Expectations:** The Internal Coach will develop a daily schedule with the tutor that maximizes student service and includes:
 - i. Adequate time to complete the required hours of service per day/week for the school year:
 1. Full-time tutor serves 35 hours per week
 2. Part-time tutor serves 25 hours per week
 3. Reduced part-time tutor serves 18 hours per week
 - ii. Sufficient time to complete data entry and respond to email (using a computer at the school)
 - iii. Sufficient time to meet with the Internal Coach and prepare for tutoring sessions

C. Data Privacy

1. FERPA Expectations

- i. 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.
- ii. Tutors and Coaches that implement the Reading Corps program 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.
- iii. 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 supplied by Service Site to RMI.
- iv. **Service Sites must designate RMI/Reading Corps as a school official in their FERPA policy.**
- v. RMI reserves the right to request proof that Service Site is following all required FERPA and State laws related to data privacy, including requesting a copy of the Service Site's annual FERPA notice of rights to eligible students and/or parents.

2. **Data required from Service Site:** The Site will ensure all requested student data are provided to Reading Corps in a timely manner, and that all students served by Reading Corps complete assessments administered by the member(s).

3. **Data collected by members:** Reading Corps tutors and/or coaches collect the following data throughout the school year:
 - i. Student assessment data
 1. Reading Corps uses standardized, individually administered measures that are reliable and valid indicators of literacy skills.
 - ii. Tutor log data
 1. 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.
 - iii. Fidelity data
 1. Internal Coaches and Master Coaches will be responsible for using the Benchmark Integrity checklists to observe tutors administering and scoring student assessments prior to each benchmark window (fall, winter, and spring) to ensure reliability. Internal Coaches and Master Coaches will also be responsible for using Intervention Integrity Observation Checklists to observe tutors using the prescribed interventions to ensure fidelity. Internal Coaches will observe tutors twice per month to collect intervention fidelity data.

CERTIFICATION

This program specific addendum serves as an agreement between the Service Site and the Program for the stated program year as a part of the Site Agreement signed for 2020-2021. The terms of this agreement will end on July 31, 2021. Amendments to this agreement shall be done in writing.

Signature

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement, including but not limited to:

- Protect all PII per FERPA and other applicable Federal and local laws
- Designate RMI/Reading Corps as a School Official in site's FERPA policy

Service Site Staff Name James Erickson	Title Principal
Service Site Staff Signature	Date



Cathy Erickson, CFD

Math Corps Addendum

READING & MATH, INC.



The purpose of this addendum is to establish the basic parameters of the Service Site's participation in Minnesota Math Corps for the 2020-2021 program year. Math Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

Parties to this agreement:

1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807

hereafter referred to collectively as "Service Site"

Reading & Math, Inc., hereafter referred to as "RMI", 1200 S Washington Ave, Ste 210B, Minneapolis MN 55415

A. Program Model

1. Member Position

- i. **Math Enrichment Tutor:** Math tutors are AmeriCorps members trained to provide 90 minutes of weekly tutoring to 4th – 8th grade students in small groups to improve foundational math skills required for algebra readiness. Math Corps interventions are evidence-based and aligned with Common Core State Standards.

2. Interventions and Assessments

- i. Math Corps tutors are responsible for administering a Benchmark assessment three times per year. All students identified as eligible for Math Corps services are assessed three times per year. Students who scored below proficiency on the previous year's state accountability test can be assessed to determine eligibility for Math Corps services.

- ii. Math Corps tutors are responsible for entering benchmarking and progress monitoring data into the Math Corps data management system. Math Corps tutors collect benchmark data three times throughout the year during specified assessment windows selected by RMI. Active Math Corps students are administered a progress check two times during the year in addition to the three benchmarks. Math Corps tutors are responsible for delivering intervention to a full caseload of students for 90 min per week per student group.

3. Content Expert Role

- i. Approximately five times per year, an RMI-designated Master Coach meets with the Internal Coach and Math Corps tutor to review student progress, observe tutoring, and ensure tutor fidelity to interventions.

B. Member Schedules

1. **Member Types/Hours Expectations:** The Internal Coach will develop a daily schedule with the tutor that maximizes student service and includes:
 - i. Adequate time to complete the required hours of service per day/week for the school year:
 1. Full-time tutor serves 35 hours per week
 2. Part-time tutor serves 25 hours per week
 3. Reduced part-time tutor serves 18 hours per week
 - ii. Sufficient time to complete data entry and respond to email (using a computer at the school)
 - iii. Sufficient time to meet with the Internal Coach and prepare for tutoring sessions

C. Data Privacy

1. FERPA Expectations

- i. 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.
- ii. Tutors and Coaches that implement the Math Corps program 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.
- iii. 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 supplied by Service Site to RMI.
- iv. **Service Sites must designate RMI/Math Corps as a school official in their FERPA policy.**
- v. RMI reserves the right to request proof that Service Site is following all required FERPA and State laws related to data privacy, including requesting a copy of the

Service Site's annual FERPA notice of rights to eligible students and/or parents.

2. **Data required from Service Site:** The Site will ensure all requested student data are provided to Math Corps in a timely manner, and that all students served by Math Corps complete assessments administered by the member(s).
3. **Data collected by members:** Math Corps tutors and/or coaches collect the following data throughout the school year:
 - i. Student assessment data
 1. Math Corps uses a standardized computer-based adaptive assessment called STAR Math to determine eligibility and monitor student progress.
 - ii. Tutor log data
 1. Math Corps tutors maintain a tutor log to document the number of minutes and sessions each student receives of Math Corps services each week. Math Corps tutors are responsible for entering these data into the Math Corps data management system weekly.
 - iii. Fidelity data
 1. Internal Coaches and Master Coaches are responsible for using Intervention Integrity Observation Checklists to observe tutors using the prescribed interventions to ensure fidelity.

D. Site Fees

1. **Amount:**
 - i. The fee for each full-time (FT) tutor that starts service at the service site prior to December 2020 serving 7 hours a day at site is \$1,800 and for each part-time (PT) or reduced part-time (RPT) tutor serving 5-6 hours per day while at the site is \$1,000.
 - ii. For each member that starts service at the service site in January 2021, the site fee will be \$1,000 regardless of member schedule.
2. **Service Year Tutors:**
 - i. Sites that request and are awarded Service Year Tutor positions (non-AmeriCorps tutors) may be required to pay Service Year Tutor Site Fee of \$5,000.
3. **Invoice & Payment:**
 - i. All payments are due within 30 days of receiving an invoice.
 - ii. Invoices for Service Year Tutors are generated prior to the start of the program year before a Service Year Tutor is placed at the Service Site.
 - iii. Invoices for AmeriCorps member(s) are generated after the member(s) begins service at the service site.
4. **Adjustments:**
 - i. Any adjustments to site fees - including scholarships awarded - will be agreed upon in writing by both Reading & Math, Inc. and the site.

CERTIFICATION

This program specific addendum serves as an agreement between the Service Site and the Program for the stated program year as a part of the Site Agreement signed for 2020-2021. The terms of this agreement will end on July 31, 2021 . Amendments to this agreement shall be done in writing.

Signature

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement, including but not limited to:

- Protect all PII per FERPA and other applicable Federal and local laws
- Designate RMI/Math Corps as a School Official in site's FERPA policy

Service Site Staff Name James Erickson	Title Principal
Service Site Staff Signature	Date



Cathy Erickson, CFO

Certificate Of Completion

Envelope Id: 206F042F4CA5404B9631BE7B019109B5

Status: Delivered

Subject: Math Corps and Reading Corps Site Agreement 2020-2021 -- Due by April 2, 2020

Source Envelope:

Document Pages: 23

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 0

Reading & Math, Inc.

AutoNav: Disabled

1200 Washington Ave S

Envelope Stamping: Enabled

Minneapolis, MN 55415

Time Zone: (UTC-06:00) Central Time (US & Canada)

docusign@servetogrow.org

IP Address: 34.226.132.221

Record Tracking

Status: Original

Holder: Reading & Math, Inc.

Location: DocuSign

3/26/2020 2:18:27 PM

docusign@servetogrow.org

Signer Events

Signature

Timestamp

James Erickson

Sent: 3/26/2020 2:18:27 PM

james.erickson@isd709.org

Viewed: 3/27/2020 10:22:03 AM

Laura MacArthur Elementary School

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

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/26/2020 2:18:27 PM

Certified Delivered

Security Checked

3/27/2020 10:22:03 AM

Payment Events

Status

Timestamps

Memorandum of Understanding
Between SMDC Medical Center and Duluth Public School District #709

BACKGROUND AND INTENT

This Memorandum of Understanding (“MOU”) is between **SMDC Medical Center (“SMDC”)** and **Duluth School District, Independent School District #709 (“District”)**.

WHEREAS, SMDC is a Minnesota non-profit corporation and operates an outpatient mental health and chemical dependency program to service principally children, adolescents, young adults and such program is called the Amberwing Partial Hospitalization Program (“Program”) located at 615 Pecan Avenue, Duluth, MN 55811.

WHEREAS, certain of the patients in the Program are enrolled in school in grades K-12 (“Students”).

WHEREAS, while enrolled in the Program, Students would be unable to attend classes at their applicable school.

WHEREAS, continuing of the Student’s education is not a requirement of the Program, however SMDC and District wish to work cooperatively to facilitate Students’ maintaining the Students’ educational curriculum while enrolled in the Program.

Therefore, the District and SMDC wish to enter into this Memorandum of Understanding.

ROLES AND RESPONSIBILITIES

Roles of District

- a. District shall provide up to two teachers (the “Teachers”), at District’s expense, to be at Amberwing full time during regular school hours and days during the term to Teach the Students.
- b. Teachers shall facilitate the maintenance of educational curriculum of the Students which shall include assistance with homework, educational testing and assessment and group and individual instruction appropriate to grade and achievement levels (“Teach”)
- c. District shall ensure, and shall provide such written confirmation to SMDC upon SMDC’s request, that the Teachers’ are fully qualified to perform the Teaching duties, including being licensed and credentialed in the state of Minnesota as applicable, have successfully passed District and SMDC required background checks and verification of education or employment, and have obtain all immunizations as may be required by SMDC and/or the Program.
- d. District shall cause the Teachers to adhere to SMDC’s and the Program’s applicable policies and procedures while at Amberwing as long as there are no conflicts with the District’s Teacher Bargaining Unit contract. If there is a conflict, this Agreement may be terminated by either party as set forth in General Terms below.
- e. District shall obtain all consents and releases as may be necessary to Teach the Students

- including without limitation, parent and/or guardian consents and releases of information.
- f. District shall be responsible to comply with all applicable laws, rules and regulations including without limitation, FERPA.

Roles of SMDC

- a. SMDC shall make two rooms available at Amberwing to Teachers to serve as classrooms for Teaching ("Classrooms") during regular school hours and days during the term. District understands and acknowledges that District will not have exclusive use of the Classrooms during the term, and SMDC may be using that space when it is not being used for Teaching.
- b. SMDC shall make available for Teachers for Teaching in the Classrooms the standard equipment and furniture available in the rooms, including smartboards.
- c. SMDC shall orient Teachers to applicable SMDC and Program policies and requirements.
- d. SMDC shall be responsible to comply with all applicable laws, rules and regulations including without limitation, HIPAA.

General Terms

- a. Term/Termination: This MOU shall be effective on the date last signed below and shall continue until July 1, 2021 at which time it will terminate. . This MOU may be terminated at any time by either party by giving thirty (30) days prior written notice to the other party. Either party may terminate this MOU immediately upon notice if it deems it to be in the best interests of or for the safety of the Students.
- b. The parties are independent contractors and this Memorandum of Understanding is not intended to create a joint venture, partnership or any other employer – employee relationship. The Teachers are employees of District, and are not employees of SMDC for any purpose, and are not entitled to any benefits provided by SMDC to its employees. District is responsible for the payment of all wages, benefits and taxes for Teachers.
- c. Confidentiality: Both parties agree to not disclose confidential information of the other party without the prior written consent of the other party unless such disclosure is authorized by law.
- d. Each party will obtain and maintain general liability and as applicable professional liability insurance, with limits not less than \$1,500,000 per occurrence and \$3,000,000 in the aggregate.
- e. Hold Harmless and Indemnification: The parties are each responsible for their own acts and omissions, and are not liable for the acts or omissions of, or the costs of defending, others. Nothing in this section shall preclude a finding of liability on the part of either party based on the doctrines of equitable indemnity, comparative negligence, contribution, or other statutory or common law basis for liability.
- f. Each party has in place a compliance program ("Program"), the goal of which is to ensure that all federal, state and local laws and regulations are followed. Each party's Program includes a commitment to uphold a high standard of ethical and legal business practices to prevent misconduct. Through the implementation of this Agreement, each party acknowledges its commitment to corporate compliance and agrees to conduct all transactions which occur pursuant to this Agreement in accordance with all applicable laws, rules and regulations and with the underlying philosophy and objectives of each party's Program. By signing this Agreement, each party represents and warrants that it is not, and has not been, excluded from participation in any federally and/or state funded health care programs, including Medicare and

Medicaid. In the event that a party is excluded from participation in any federally and/or state funded health care programs during the term of this Agreement, such party agrees to notify the other within five (5) business days or less of the exclusion.

Agreed to:

Duluth Public School District #709

Signed: Catherine Erickson
Name: Catherine Erickson
Title: CFO

Date: 3-27-20

SMDC Medical Center

Signed: _____
Name: _____
Title: _____

Date: _____

**AGREEMENT BY AND BETWEEN THE CITY OF DULUTH,
THROUGH THE DULUTH PUBLIC LIBRARY,
AND INDEPENDENT SCHOOL DISTRICT NO. 709**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), by and between the City of Duluth through the Duluth Public Library ("Library") and Independent School District 709 ("ISD 709").

WHEREAS, on June 20, 2018, the Library and ISD 709 entered into an agreement, City Contract No. 23485, ("2018 Agreement"), establishing a virtual library card program for students and educators called the Library Port Program; and

WHEREAS, the Library Port Program benefits the Duluth community by facilitating student engagement with the library, particularly that of under-resourced students; and

WHEREAS, through the Library Port Program the Library is able to provide library materials and access to e-resources to students who did not have access to conventional library cards for reasons beyond their control; and

WHEREAS, the parties wish to enter into a new agreement outlining the terms and conditions of the Library Port Program; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. ISD 709 Obligations.

A. ISD 709 agrees to provide the Library Port Program information provided by the Library to staff annually;

B. ISD 709 agrees to create an opt-in process for parents to authorize ISD 709 to share information with the City and to participate in the Library Port Program consistent with federal and state law;

C. ISD 709 agrees to include the opt-in form in school registration packets and to make the opt-in form available electronically when possible;

D. ISD 709 agrees to accept and process completed opt-in forms collected from parents and students at the Library's three locations and at library events;

E. After receipt of the opt-in form from a student's parent(s) or legal guardian(s), ISD 709 agrees to provide the following information on participating students to the Library: Student Lunch ID Number, Name, School Email, and Date of Birth;

F. ISD 709 agrees to maintain the following processes for transferring student data to the Library for the purpose of creating virtual library cards:

1. Run queries from ISD 709 student system (e.g. Infinite Campus), to create a tab delimited text file that includes student lunch ID number, name, school email, and date of birth.
2. Transfer tab delimited text file via Library's secure FTP site on a regular basis;

G. ISD 709 agrees to promote Library Port Program internally to ensure that Library Port Program is a resource to enrich students' curriculum and the library is part of students' community;

H. ISD 709 agrees to promote Library Port Program externally to parents and the general public in partnership with the Library; and

I. ISD 709 agrees to designate a contact person, either the Superintendent or designee, for Library to work with on an ongoing basis.

II. Library Obligation.

A. Library will allow ISD 709 students to check out digital materials and up to five physical items without overdue fines. Fresh Start, a read-down or do-down process, will be provided for students to eliminate any monetary fees for lost or damaged materials at no cost;

B. Library agrees to provide staff of ISD 709, including those that live outside the City of Duluth, with a digital access card allowing access to Library Port Program electronic materials; and

C. Library agrees to promote Library Port Program externally to the general public in partnership with the ISD 709.

III. General Terms and Conditions.

A. Data Practices. Each party will abide by the provisions of Minn. Stat. Chapter 13, the Minnesota Data Practices Act, as well as the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 in the handling and disclosure of data.

B. Contract Period. Notwithstanding the date of execution, the term of this Agreement shall commence on the Effective date and shall continue until June 30, 2022, unless terminated earlier as provided for herein. Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement without cause.

C. Non-Discrimination. Parties shall not discriminate against any person in granting or denying access to Library Port because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance.

D. Hold Harmless. Each party shall be responsible for its own acts and omissions in carrying out the obligations of this Agreement.

E. Notices. Notice to the Library or ISD 709 provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City Duluth Public Library
Attn: Library Manager
520 West Superior Street
Duluth, MN 55802

ISD 709 Duluth Public Schools
Attn: Superintendent
215 N. 1st Ave E.
Duluth, MN 55802

F. Laws, Rules and Regulations. Parties agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

G. Applicable Law. This Agreement, together with all of 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. All proceedings related to this Agreement shall be venued in Duluth, Minnesota.

H. Severability. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

I. Entire Agreement. It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in

writing and shall be executed by the same parties who executed the original agreement or their successors in office. This Agreement supersedes the parties' prior agreement relating to the Library Port Program dated June 20, 2018.

J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

CITY OF DULUTH

By: [Signature]
Mayor

ISD 709

By: [Signature]
Superintendent

ATTEST:

[Signature]
City Clerk
Date: 3/27/2020



Approved as to form:

[Signature]
Steve Hanks, Deputy City Attorney
City Attorney

Countersigned:

[Signature]
John Bely
City Auditor