

Site Agreement Addendum for COVID-19

READING & MATH, INC.



The purpose of this addendum is to establish additional parameters related to impacts of COVID-19 related to the AmeriCorps member and AmeriCorps service site during the 2020-21 program year.

A. Parties to this agreement:

202 - Duluth Public School District, 215 N 1st Ave E, Duluth, MN 55802
1127 - Congdon Park Elementary, 3116 Superior St E, Duluth, MN 55812
1324 - Homecroft Elementary, 4784 Howard Gnesen Rd, Duluth, MN 55803
1417 - Lakewood Elementary, 5207 Tischer Rd N, Duluth, MN 55804
1895 - Laura MacArthur Elementary, 720 Central Ave N, Duluth, MN 55807
1461 - Lowell Elementary, 2000 Rice Lake Rd, Duluth, MN 55811
1540 - Myers-Wilkins Elementary, 1027 N 8th Ave E, Duluth, MN 55805
933 - Stowe Elementary, 715 101st Ave W, Duluth, MN 55808

Hereafter referred to collectively as "Service Site"

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

B. Additional Definition:

Personal Device. A Personal Device is a device that belongs to the AmeriCorps Member and that is under the Member's sole custody, control, and possession and that is regularly used by such member to carry out duties as required in this agreement.

C. Additional Service Site Responsibilities and Agreements – Sections 1 and 2 below are required for Service Site. Service Site will indicate agreement with Sections 3 by initialing the corresponding section. If a Service Site does not agree to Section 3, they will not initial next to that section.

1) Member Safety

- a) Service Site will ensure the AmeriCorps member(s) placed at Service Site are provided with health and safety equipment (such as Personal Protective Equipment/PPE) comparable to that provided to Service Site staff and volunteers
- b) Service Site and/or Internal Coach/Site Supervisor will provide training to AmeriCorps member(s) on site-specific safety protocols, including:
 - i) Site safety policies for staff and volunteers
 - ii) Where to find PPE equipment and/or cleaning supplies for AmeriCorps member use
 - iii) Contact and preferred contact method for safety-related questions or COVID diagnosis or exposure
- c) Service Site must provide a site safety plan to program upon request

2) Technology and Virtual Support

- a) In the event the site requests that AmeriCorps member service is conducted in a virtual setting, Service Site must make their best effort to provide a device that can be used remotely or provide an on-site device that can continue to be accessed even if the Service Site is closed to students/participants.
- b) Service Site is responsible for training and supporting AmeriCorps member(s) on site-specific systems and platforms used for virtual service activities.

3) Use of Personal Devices


Disagree By choosing Agree here the Service Site acknowledges that AmeriCorps Member(s), during the COVID-19 public health emergency, will be allowed to use Personal Devices to carry out duties required to implement services as provided for in this Site Agreement if the Service Site is unable to provide a device themselves. Service Site hereby agrees not to hold RMI liable for any conduct of the Member related to or resulting from the use of a Personal Device in carrying out the Member's duties for the Service Site.

CERTIFICATION

This additional 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 the terms and conditions of the required sections of this agreement as well as any additional section initialed above.

Service Site Staff Name Catherine Erickson	Title CFO
Service Site Staff Signature 	Date 9/16/20

Region 7AA Facilities Use Agreement – 2020-2021

This Agreement is entered into on September 11, 2020 (Date) by and between Minnesota State High School League and Region 7AA, and Denfeld High School (Host School).

The term of this agreement is August 1, 2020 through July 31, 2021.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the “Facilities”) to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region 7AA Tournament Report Form. Host is responsible to comply with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.
2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, web streaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.
3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.
4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.
5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.
6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents.

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on July 31, 2021.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name Denfeld High School

Authorized Signer Name Catherine Elson

Title CFO

Date 9/11/2020

MSHSL Region 7AA

Authorized Signer Name Douglas L. MacIver

Title Executive Secretary/Treasurer

Date _____

Region 7AA Facilities Use Agreement – 2020-2021

This Agreement is entered into on September 11, 2020 (Date) by and between Minnesota State High School League and Region 7AA, and Duluth East High School (Host School).

The term of this agreement is August 1, 2020 through July 31, 2021.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the “Facilities”) to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region 7AA Tournament Report Form. Host is responsible to comply with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.
2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, web streaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.
3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.
4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.
5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.
6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents.

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on July 31, 2021.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name Duluth East High School

Authorized Signer Name Catherin E. Johnson

Title CFO

Date 9/11/2020

MSHSL Region 7AA

Authorized Signer Name Douglas L. MacIver

Title Executive Secretary/Treasurer

Date _____



College in the Schools Operating Guidelines 2020-2021 Academic Year

Fond du Lac Tribal & Community College (FDLTCC) and ISD #709 enter into the following agreement to offer college classes in the secondary school in the College in the High School Program - A partnership with secondary schools.

1. The college courses shall be those that are regularly developed and taught at the campus of the sponsoring college, and which would be accepted as part of the general education requirement for the associate degree.
2. Teachers of college courses in high schools should have (1) a master's degree in the field to be taught; or (2) master's degree and 18 graduate credits which would apply to the field to be taught; and (3) has had at least 5 years of successful teaching in the subject area to be taught; and (4) must provide the college with a resume, transcripts, and teaching certificates. **If instructors do not meet the credentialing requirement they must have a professional development plan on file with the college in order to teach the class during 2020-2021 school year.**
3. Textbooks and other instructional material, which are specified in the course outline, shall be ordered through the college bookstore unless the college authorizes an exception. The college mentor for the course will work with the instructor on textbook selection.
4. The course content and course outline are to be followed. The high school instructor will be assisted and supported by a mentor designated by the college. The high school should make every effort to provide the high school instructor with as much extra preparation time as possible.
 - A. Course plans shall be developed which address:
 - The length and number of class meetings and how they will be used to cover the subject matter of the course.
 - Class lists and procedures for adding or dropping courses. (A student may drop or add a course within the first 25 days of the college schedule.) High school teachers or CITS coordinators must report all class withdrawals to the college before the 60th day of the college semester schedule.
 - Library resources and college writing expectations.
 - Required materials and tests.
 - Attendance policy and how it applies to grading.
 - B. For courses that are taught for the first time by a high school instructor where either (1) the course or (2) the high school instructor is receiving supervision for the first time by the cooperating college instructor, meetings shall take place as follows:
 - At least one meeting between the cooperating college instructor and the high school instructor prior to the start of the course.
 - At least three in-person observations per class section by the cooperating college instructor. Written reports of these observations shall be made to the program director.



College in the Schools Operating Guidelines 2020-2021 Academic Year

C. For repeat courses or courses that continue as part of a sequence which involve both (1) the same high school instructor: and (2) the same cooperating college instructor, at least two meetings shall be arranged between the two instructors.

5. Class enrollment is restricted to students registered through Post-Secondary Enrollment Options, Concurrent Enrollment or Board Policy 111.01.03.

6. The high school will establish college approved selection criteria for admissions to the college courses with a priority given to those students who demonstrate the ability to benefit from college level course work. These criteria and standards for admissions shall be distributed to high school students by the high school.

Minnesota State Board Policy states the following requirements shall apply (1) to high school students participating in the Post-Secondary Enrollment Options program in a community college; and (2) to community college courses taught by high school teachers, to high school students, through a cooperative arrangement between a community college, and a high school.

CITS participation shall be available to students enrolled through a Minnesota high school, home school, or alternative-learning center who present evidence of the ability to perform college-level work. Such evidence includes the following:

A. for juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA

B. for seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA

C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.

D. Students who are eligible for College in the Schools must fill out a CITS application and take a placement test (Accuplacer/ACT/MCA). The accuplacer shall be administered by the college staff to high school students seeking to enroll in CITS classes

An exception to the above standards may be approved by the community college president based on a signed statement by the high school principal, or other authorized school official, indicating that the student could benefit from college courses, and is recommended for admission.

