

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of June, 2021 , by and between Independent School District #709, a public corporation, hereinafter called District, and Minnesota Humanities Center (MHC) , an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will enter into an agreement to create and provide the Misaabekong Learning From Place project with the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 7, 2021 and shall remain in effect until June 30, 2022, 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.** *The contractor and the District shall enter into this agreement to develop the Misaabekong Learning From Place project. The details of the agreement with the responsible parties identified for each area are identified in Exhibit A.*
3. **Background Check.** *N/A (applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** 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 Exhibit A to a sum not to exceed \$75.00 hourly and \$5,000.00 (Five-thousand dollars) 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. The District shall afford the same rights described above to the Contractor and recognizes dual ownership of the Misaabekong Learning From Place project materials.

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: Naawakwe aka William Howes, 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: Minnesota Humanities Center, Attn: Kevin Lindsey, 987 Ivy Avenue East, St. Paul, MN 55106.

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

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

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

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

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

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

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

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

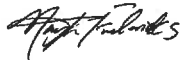
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

	41-1322769	Jul 13, 2021
Contractor Signature	SSN/Tax ID Number	Date
Chief Humanities Officer		Jul 13, 2021
Program Director		Date

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

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

 X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	640	313	305	315
XX	X	XXX	XXX	XXX	XXX	XXX

 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

	8/3/21
CFO / Superintendent of Schools / Board Chair	Date

EXHIBIT A

The Minnesota Humanities Center (MHC) is partnering with Duluth Public Schools (DPS) to develop Learning from Place learning opportunities for educators in the Duluth area.

The Misaabekong Learning from Place project will:

- Be applicable to all grade levels, but will add local content to 6th grade MN History.
- Add Ojibwe instruction that will support DPS 6th and 7th graders in their Duluth place-based projects.
- Shift instructional practices by supporting classroom teachers to be facilitators of knowledge, especially regarding cultural perspectives that are not their own and centering community experts as knowledgeable resources.
- Integrate American Indian perspectives in multiple content areas which is one of the high level objectives of curriculum and instruction.

Learning from Place is an immersive place-based program of MHC where participants visit places of significance in Minnesota learning from community members, particularly those who have the longest relationships to those places. Physically traveling to places of significance and hearing directly from the people in those communities allows participants to learn firsthand stories that are often left-out or absented. Throughout the day, beautiful and difficult histories are shared, often challenging participants' assumptions and prior knowledge.

The Contractor will:

- Develop a Misaabekong Learning from Place experience for educators with local Ojibwe community experts
- Offer one Misaabekong learning experience for educators, scheduled for August 17, 2021
- Develop educator resources and materials to support classroom implementation of the Misaabekong Learning from Place project which may include videos, field trip guide, lesson plan(s), and recommendations to District program staff. Ensure cultural responsiveness and anti-bias measures are considered and implemented in the educator resources and materials developed.
- Assist with promotion of learning experiences
- Develop training experience(s) with the District to aid in implementation and deepening of learning

The District will:

- Coordinate and pay for bussing for Misaabekong learning experience on August 17 and any subsequent learning experiences agreed to by both parties
- Pay the hourly contract rate for up to 20 educators to attend August 17 learning experience
- Pay the Curriculum Writing hourly contract rate for up to 5 educators to co-develop project resources with the Contractor
- Coordinate district staff and learning experiences
- Promote resources and learning experiences
- Provide feedback to contractor regarding use and impact of learning experiences and resources
- Offer training for educators to implement Misaabekong content and outdoor learning experience into their classroom
- Develop core teacher teams to assist with training and implementation

The project guides and curricular resources will be co-owned by the Contractor and the District.

*See Section 7. Ownership of Materials

Signature: 
Carla Albrecht (Jun 30, 2021 11:25 CDT)

Email: carla@mnhum.org

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 2021-2022 program year. Reading & Math, Inc. administers AmeriCorps programs that provide AmeriCorps members as a resource.

A. AmeriCorps programs: Reading Corps, Math Corps, Opportunity Corps, Recovery Corps, Community Forestry Corps, Heading Home Corps, and any other AmeriCorps program administered by Reading & Math, Inc. hereafter referred to collectively as "Program," are AmeriCorps programs. AmeriCorps is a national service program that engages people in a commitment to service in meeting needs in their local communities. For more information, visit www.americorps.gov.

B. Parties to this agreement:

- 202 - Duluth Public School District, Duluth, Minnesota 55802
- 1127 - Congdon Park Elementary, Duluth, Minnesota 55812
- 1324 - Homecroft Elementary, Duluth, Minnesota 55803
- 1417 - Lakewood Elementary, Duluth, Minnesota 55804
- 1461 - Lowell Elementary, Duluth, Minnesota 55811
- 1540 - Myers-Wilkins Elementary, Duluth, Minnesota 55805
- 1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807
- 933 - Stowe Elementary, Duluth, Minnesota 55808

hereafter referred to collectively as "Service Site"

Reading & Math, Inc., 1200 S Washington Ave, Ste 310, 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 Reading & Math, Inc. who provides oversight and management to the Program including, member recruitment/management, site management, coaching, and compliance to AmeriCorps regulations.
5. AmeriCorps. Federal agency for all AmeriCorps programs. Hereafter referred to as 'AmeriCorps' or the "Corporation".

D. **Early termination:** At Reading & Math, Inc.'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 and immediate termination of this Agreement.

E. **Grievance Procedure:** Service Site will inform Reading & Math, Inc., in writing, of any instance in which the Service Site wishes to initiate the grievance procedure that is maintained by Reading & Math, Inc. 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 AmeriCorps Inspector General at <https://www.cncsoig.gov/hotline> or by calling 1-800-452-8210.

TERMS AND CONDITIONS OF AGREEMENT

1) **Commitment to the Program Objectives and Model:** The Service Site and Reading & Math, Inc. agree to commit to Program objectives and Program Model, as articulated in the addendum(s).

2) **AmeriCorps Service Environment**

a) **Safe service environment:** The Service Site agrees to provide the AmeriCorps member with a safe service environment. Service Site will ensure members are provided with health and safety materials comparable to that provided to Service Site staff and volunteers. Service Site will provide training to members on site-specific safety policies and protocols. As possible, with prior agreement of the Program, the Service Site shall make COVID-19 vaccine available to its AmeriCorps members as part of any internal vaccine program for Service Site Staff.

b) **Inclusive service environment:** Reading & Math, Inc. values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible diversity present within our Program. Reading & Math, Inc. believes that we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. Reading & Math, Inc. and Service Site commit to a continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by Service Site or Reading & Math, Inc. or its partner organizations that are not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement and any further relationship between Reading & Math, Inc. and the Service Site could be terminated.

Service Site will provide the AmeriCorps member with a welcoming and inclusive service environment. Service Site will 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. Service Site staff will introduce member at a staff meeting or similar setting.

c) **Site staff engagement:** Service Site will educate all staff about the purpose of the member position and Program, with support from Program Staff as needed. Leadership at the Service Site should be strong advocates for Program to garner staff support and buy-in.

d) **AmeriCorps signage:** Service Site will post an AmeriCorps sign provided by Program in a visible location, preferably in the front office, to identify the organization as an AmeriCorps site.

e) **Prohibited Activities:** Service Site will post the full list of Prohibited Activities provided by Program in the member's workspace.

f) **Non-displacement:** Service Site will 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.

- g) **Accessibility:** Service Site must be accessible to people with disabilities.
- h) **Reasonable accommodations:** In accordance with the Americans with Disabilities Act, any member with a disability known to Reading & Math, Inc. may request a reasonable accommodation to enable performance of the essential functions of the AmeriCorps position. When this occurs, Reading & Math, Inc. makes individualized decisions based on cooperative communications with the member and the Service Site. The Service Site shall work cooperatively with Reading & Math, Inc. to facilitate this process as needed.
- i) **Computer access and liability:** Ensuring compliance at all times with the terms and conditions of Paragraph 5) below, the Service Site shall provide members with access to a computer or other electronic device as follows:
- i) Members must have access to a computer with Microsoft 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, Safari, or Microsoft Edge) 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
 - ii) Sites are encouraged to issue an email address. This is required if common email providers are blocked at the Service Site.
 - iii) Portable devices
 - (1) Any portable device issued to a member by the Service Site shall be solely on the basis of a written technology agreement defining the terms of use, including at least: whether and when the device can be transported out of the Service Site, procedures to be followed in the event of loss of the device, and any specific data protection requirements.
 - (2) By execution of this agreement, the Service Site agrees to cleanse the device of confidential data as defined in Paragraph 5) below. At the request of Reading & Math, Inc., the Service Site will provide written assurance that the device has been cleansed of confidential data as defined in Paragraph 5) below.
 - (3) During and following the term of service, the Service Site shall bear the full risk of loss of any such device or its data.
- j) **Workspace:** Service Site will provide members with a reasonable and quiet workspace to work with individuals, including access to a locked drawer to store confidential participant data.
- k) **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 AmeriCorps 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.]

3) Member Recruitment and Selection

- a) **Recruitment:** The Service Site will work in collaboration with Program Staff to recruit and fill its positions by the deadlines set by Program. 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.
- b) **Interview:** Program Staff will screen all applications, conduct phone interviews, and manage final interviews and offers for all candidates.
- c) **Selection:** Program Staff have the responsibility and authority to extend an offer for a position to an applicant. The Service Site will not extend an official offer to any applicant; it may, 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. Reading & Math, Inc. 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.

- d) **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). Reading & Math, Inc. will conduct and pay for a thorough background check on each applicant prior to their official acceptance into the Program. Reading & Math, Inc. will notify Service Sites if the applicant did not clear the background check according to the Reading & Math, Inc. 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.
- e) **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.
- f) **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.

- g) **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 positions in a Professional Corps grant). If your member expresses interest in onsite employment opportunities or is already employed by the Service Site, Program Staff should be consulted to ensure compliance with federal guidance (AmeriCorps State and National Policy FAQs C.38).

Additionally, Service 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.

4) Member Management and Supervision

- a) **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). If this person is not designated prior to the member starting, the site Administrator/Director assumes responsibility for this role until a staff person is named.

The Service Site must allow sufficient time for Internal Coach/Site Supervisors to fulfill their Program responsibilities, including completing required Program training and attending 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:

- i) **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.
- ii) **Member Safety:** In the event of a disaster or emergency that requires the closure of the Service Site (i.e. public health emergency, 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.
- iii) **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.

- iv) **Set member schedule:** Develop a schedule with the member that includes:
 - (1) 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.)
 - (2) A full caseload of participants as defined by Program.
 - (3) Adequate time for data entry and meeting time with the Internal Coach/Site Supervisor.
 - (4) Time to attend all required training and/or events.

- v) **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.

- vi) **Performance management:** Set clear expectations for the member at the start of their term, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.

Work closely with Program Staff and Service Site Administrators/Directors (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 contact Program Staff to enact the Program performance management procedure, which includes providing documentation required for the member's personnel file.

- vii) **Training completion:** Complete required training as scheduled by Program.

- viii) **Program site visits:** Participate, as required or requested, in visits by Program.

- b) **Member training:** Program Staff will coordinate the logistics for the member and Internal Coach/Site Supervisor trainings for Program that occur throughout the year. 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.

- c) **Content experts:** Reading & Math, Inc. 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.)

- d) **Meetings and site visits:** Program Staff will conduct meetings and/or site visits, as needed, during the year with members and contacts of the Service Site.

- e) **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.

- f) **Member personnel file:** Reading & Math, Inc. 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.).
- g) **Member benefits:** Reading & Math, Inc. 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 any additional benefits for which the member qualifies.
- h) **Worker's Compensation or Accidental Death & Dismemberment:** Reading & Math, Inc. will cover AmeriCorps members under a Worker's Compensation or Accidental Death & Dismemberment policy as required by state law.
- i) **Conflict resolution:** Program Staff work together with Service Site staff, including the Internal Coach/Site Supervisor, in resolving any member issues.

5) Data Management and Privacy

- a) **Data management systems:** Reading & Math, Inc. will provide a secure, online data management system for tracking participant information and progress.
- b) **Participant Data:** The Service Site will support members in collecting data for participants who receive services from the Program, as detailed in the Program-specific addendum. Data is maintained online in a secure, data-privacy-compliant system. Service Sites are responsible for completing data management system training and monitoring their members' reports to ensure data is submitted regularly and accurately.
- c) **Data Privacy:** Reading & Math, Inc. is required by law to protect the confidentiality of Personally Identifiable Information (PII) that is collected or made available due to the nature of the Program. This information includes, but is not limited to, the PII of AmeriCorps members, Service Site staff, or Program participants.

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.

Reading & Math, Inc. protects the confidentiality of PII by:

- Designating a PII Security Coordinator;
- Identifying the types of PII that we collect, the places where it 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.

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.

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.

In addition to the above activities, the below activities are additionally prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited.

Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities. AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary

purpose of engaging in one of the activities listed above.

- 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

Reading & Math, Inc. 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 Reading & Math, Inc.

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 310, Minneapolis, MN 55415
humanresources@servetogrow.org or (612) 206-3030

Equal Opportunity Program (EOP)

AmeriCorps

1201 New York Ave NW, Washington, DC 20525

Voice: (202) 606-7503; TTY: (202) 565-2799; Email: eo@cns.gov

Reading & Math, Inc. makes 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 Reading & Math, Inc. 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. Reading & Math, Inc. 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 Reading & Math, Inc. Program Staff.

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

Full text of the AmeriCorps 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.

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, 2022 . Amendments to this agreement shall be done in writing.

The Parties will mutually agree to specific Programs to be provided by Reading & Math, Inc. and attach them to this Agreement in the Addendum(s).

Member Award

Congdon Park Elementary (K3): 3 Elementary Literacy Tutors
Homecroft Elementary (K3): 3 Elementary Literacy Tutors
Homecroft Elementary (Math): 1 Math Enrichment Tutor
Lakewood Elementary (K3): 2 Elementary Literacy Tutors
Laura MacArthur Elementary (K3 Math): 1 Elementary Math Tutor
Laura MacArthur Elementary (K3): 1 Lead Elementary Literacy Tutor
Laura MacArthur Elementary (K3): 1 Service Year - Elementary Literacy Tutor
Laura MacArthur Elementary (K3): 4 Elementary Literacy Tutors
Laura MacArthur Elementary (Math): 1 Math Enrichment Tutor

Laura MacArthur Elementary (Math): 1 Service Year - Math Enrichment Tutor
Lowell Elementary (K3): 2 Elementary Literacy Tutors
Myers-Wilkins Elementary (K3 Math): 1 Elementary Math Tutor
Myers-Wilkins Elementary (K3): 1 Elementary Literacy Tutor - Half Year
Myers-Wilkins Elementary (K3): 3 Elementary Literacy Tutors
Myers-Wilkins Elementary (Math): 2 Math Enrichment Tutors
Stowe Elementary (K3): 3 Elementary Literacy Tutors
Stowe Elementary (Math): 1 Math Enrichment Tutor

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. Positions awarded, but not filled by the deadline, may be re-awarded by the Program to another Service Site.

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 and that I have the authority to enter this agreement on behalf of the Service Site.

Service Site Staff

Name Catherine A. Erickson

Title CFO

Signature

DocuSigned by:
Catherine A. Erickson
C441FF167FF2415...

Date 8/30/2021 | 3:01 PM CDT

Reading & Math, Inc. Staff

Name Sadie O'Connor

Title Managing Director

Signature

DocuSigned by:
Sadie O'Connor
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Date 8/31/2021 | 10:05 AM CDT

Math Corps Addendum

Reading & Math, Inc.

The purpose of this addendum is to establish the basic parameters of the Service Site's participation in Math Corps for the 2021-2022 program year. Math Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

Parties to this agreement:

1324 - Homecroft Elementary, Duluth, Minnesota 55803

1540 - Myers-Wilkins Elementary, Duluth, Minnesota 55805

1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807

933 - Stowe Elementary, Duluth, Minnesota 55808

hereafter referred to collectively as "Service Site".

Reading & Math, Inc., hereafter referred to as "RMI", 1200 S Washington Ave, Ste 310, Minneapolis MN 55415

A. Program Model. The service site agrees to implement the Math Corps model with fidelity, as outlined below.

1. **AmeriCorps Member Position:** The AmeriCorps member position in Math Corps is called a tutor. Tutors are trained to provide 90 minutes of weekly tutoring to 4th – 8th grade students in small groups to improve student skills in foundational math content areas focusing on numbers, numerical operations, and algebra.
2. **Interventions and Assessments:** Tutors are responsible for delivering Math Corps interventions to a full caseload of students for 90 minutes weekly, and collecting data as described in the section below. Math Corps focuses on developing grade-level skills in working with whole and rational numbers, with a focus on operations and algebraic reasoning. It is curriculum neutral but standards-aligned, and it uses evidence-based practice strategies that improve conceptual understanding, procedural proficiency, and word problem-solving.
3. **Tutor Schedule:** The Internal Coach is responsible for developing a schedule with the tutor. The schedule should:

- i. Maximize student service, each tutor should have a full caseload of students
 - ii. Indicate the time the tutor should begin and end their time at school each day
 - iii. Allow for the tutor to serve the required number of hours per week:
 1. Full-time tutor = 35 hours per week
 2. Part-time tutor = 25 hours per week
 3. Reduced part time tutor = 18 hours per week
 - iv. Include sufficient time for tasks outside of tutoring, to include:
 1. Data entry and responding to email (must be done at the service site)
 2. Meetings and/or coaching sessions with the Internal Coach
 3. Preparation time for tutoring sessions
 4. Time to complete online training
4. **Content Expert Role:** The Math Corps program assigns a Coaching Specialist to support the school in implementing Math Corps. The Coaching Specialist meets with the Internal Coach and Math Corps tutor on an as needed basis (average of 5 times per year) to review student progress, observe tutoring, and ensure fidelity to the program.
5. **COVID-19 and Virtual AmeriCorps Service**
 - i. Virtual Service Approval and Technology
 1. Math Corps tutors are physically present at the Service Site when performing their service, including interventions, assessments, and training. During the COVID-19 public health emergency, RMI will occasionally approve service in a virtual setting at the request of a Service Site. Virtual service will be agreed upon in writing by both Reading & Math, Inc. and the Service Site.
 2. In the event the Service Site requests that AmeriCorps member service is conducted in a virtual setting due to the COVID-19 public health emergency, Service Site must make their best effort to provide an on-site device that can continue to be accessed even if the Service Site is closed to students/participants. If this is not possible, Service Site must make their best effort to provide a device that can be used remotely.
 3. Service Site is responsible for training and supporting AmeriCorps member(s) on site-specific systems and platforms used for virtual service activities approved by RMI.
 - ii. Student Data Privacy and Student/Family Communication. Service site indicates its agreement or disagreement with the following:
 1. Agree The Service Site will provide student, family, and/or caregiver contact information to AmeriCorps member(s) where necessary in order to provide services related to the essential functions of their positions, including virtual service/tutoring. This will allow AmeriCorps members to have direct communication with participant(s) and/or participants' families/caregivers as directed by the Service Site where in-person service is not viable.

B. Data Collection and 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 Service 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 tutor(s).

3. **Data collected by tutors:** Math Corps tutors and/or coaches collect the following data throughout the school year according to the prescribed schedule:

- i. Student assessment data
 1. Math Corps uses a standardized computer-based adaptive assessment called STAR Math to determine eligibility and monitor student progress.
 2. Math Corps uses an application called Fast Math Challenge to determine appropriate fact fluency interventions for the student and measure student progress on math facts.
- 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 Coaching Specialists are responsible for using Intervention Integrity Observation Checklists to observe tutors using the prescribed interventions to ensure fidelity.

C. Site Fees: The Service Site agrees to pay the site fee for the program. Site fees help to cover a portion of the program's cost for member related expenses.

1. **Amount:**

- i. The amount of the site fee is dependent on when the member starts their service and/or if the member is full-time (35 hours per week) or less than full-time (18-25 hours per week). Fees are outlined in the table below.

	Full-time tutor	Less than full-time
Cost of tutor starting prior to December 31	\$1800	\$1000
Cost of tutor starting on or after January 1	\$1000	\$1000

- ii. The amount of the site fee is calculated based on the member(s) who are hired and begin service at the service site.
- iii. If a member exits the program within 30 calendar days of starting service, the site fee will be waived. The full amount of the site fee will be charged for any member who serves more than 30 days to help cover the costs incurred by the program for member start-up expenses.

2. Invoice & Payment:

- i. Invoices will be issued in installments in October and February.
- ii. All payments are due within 30 days of receiving an invoice.

3. Adjustments:

- i. Any adjustments to the site fee amount and/or payment schedule 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 2021-2022. The terms of this agreement will end on July 31, 2022 . 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 Catherine A. Erickson

Title CFO

Signature

DocuSigned by:
Catherine A. Erickson
C441FF167FF2415...

Date 8/30/2021 | 3:01 PM CDT

Reading & Math, Inc. Staff

Name Sadie O'Connor

Title Managing Director

Signature

DocuSigned by:
Sadie O'Connor
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Date 8/31/2021 | 10:05 AM CDT

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 K3 Reading Corps for the 2021-2022 program year. Reading Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

Parties to this agreement:

1127 - Congdon Park Elementary, Duluth, Minnesota 55812
1324 - Homecroft Elementary, Duluth, Minnesota 55803
1417 - Lakewood Elementary, Duluth, Minnesota 55804
1461 - Lowell Elementary, Duluth, Minnesota 55811
1540 - Myers-Wilkins Elementary, Duluth, Minnesota 55805
1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807
933 - Stowe Elementary, Duluth, Minnesota 55808

hereafter referred to collectively as "Service Site".

Reading & Math, Inc., hereafter referred to as "RMI", 1200 S Washington Ave, Ste 310, Minneapolis MN 55415

A. Program Model. The service site agrees to implement the Reading Corps model with fidelity, as outlined below.

1. **AmeriCorps Member Position:** The AmeriCorps member position in Reading Corps is called a 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:** Tutors are responsible for delivering Reading Corps interventions to a full caseload of students for 20 minutes per student per day, and collecting data as described in the section below.
3. **Tutor Schedule:** The Internal Coach is responsible for developing a schedule with the tutor. The schedule should:
 - i. Maximize student service, each tutor should have a full caseload of students
 - ii. Indicate the time the tutor should begin and end their time at school each day
 - iii. Allow for the tutor to serve the required number of hours per week:
 1. Full-time tutor = 35 hours per week
 2. Part-time tutor = 25 hours per week

3. Reduced part time tutor = 18 hours per week
- iv. Include sufficient time for tasks outside of tutoring, to include:
 1. Data entry and responding to email (must be done at the service site)
 2. Meetings and/or coaching sessions with the Internal Coach
 3. Preparation time for tutoring sessions
 4. Time to complete online training
4. **Content Expert Role:** The Reading Corps program assigns a Coaching Specialist to support the school in implementing Reading Corps. The Coaching Specialist meets with the Internal Coach and Reading Corps tutor on an as needed basis (as often as monthly) to review student graphs, select appropriate interventions and ensure fidelity to the program.
5. **COVID-19 and Virtual AmeriCorps Service**
 - i. Virtual Service Approval and Technology
 1. Reading Corps tutors are physically present at the Service Site when performing their service, including interventions, assessments, and training. During the COVID-19 public health emergency, RMI will occasionally approve service in a virtual setting at the request of a Service Site. Virtual service will be agreed upon in writing by both Reading & Math, Inc. and the Service Site.
 2. In the event the Service Site requests that AmeriCorps member service is conducted in a virtual setting due to the COVID-19 public health emergency, Service Site must make their best effort to provide an on-site device that can continue to be accessed even if the Service Site is closed to students/participants. If this is not possible, Service Site must make their best effort to provide a device that can be used remotely.
 3. Service Site is responsible for training and supporting AmeriCorps member(s) on site-specific systems and platforms used for virtual service activities approved by RMI.
 4. Service Site will indicate agreement with Sections 5.ii and/or 5.iii by initialing each corresponding section. If a Service Site does not agree to Section 5.ii and/or 5.iii, they will not initial next to that corresponding section.
 - ii. Student Data Privacy and Student/Family Communication. Service site indicates its agreement or disagreement with the following:
 1. Agree The Service Site will provide student, family, and/or caregiver contact information to AmeriCorps member(s) where necessary in order to provide services related to the essential functions of their positions, including virtual service/tutoring. This will allow AmeriCorps members to have direct communication with participant(s) and/or participants' families/caregivers as directed by the Service Site where in-person service is not viable.

B. Data Collection and 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 Service 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 tutor(s).
3. **Data collected by tutors:** Reading Corps tutors and/or coaches collect the following data throughout the school year:
- i. **Student assessment data:** Reading Corps uses standardized, individually administered measures that are reliable and valid indicators of literacy skills. Reading Corps tutors collect benchmark data three times throughout the year during the specified assessment windows set by the program. 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.
 - ii. **Tutor log data:** 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:** Internal Coaches and Coaching Specialists will be responsible for using the assessment 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 Coaching Specialists 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 2021-2022. The terms of this agreement will end on July 31, 2022 . 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 Catherine A. Erickson

Title CFO

Signature

DocuSigned by:
Catherine A. Erickson
C441FF167FF2415...

Date 8/30/2021 | 3:01 PM CDT

Reading & Math, Inc. Staff

Name Sadie O'Connor

Title Managing Director

Signature

DocuSigned by:
Sadie O'Connor
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Date 8/31/2021 | 10:05 AM CDT

Math Corps K-3 Addendum

Reading & Math, Inc.

The purpose of this addendum is to establish the basic parameters of the Service Site's participation in Math Corps K-3 for the 2021-2022 program year. Math Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

Parties to this agreement:

1540 - Myers-Wilkins Elementary, Duluth, Minnesota 55805

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 310, Minneapolis MN 55415

A. Program Model. The service site agrees to implement the Math Corps model with fidelity, as outlined below.

1. **AmeriCorps Member Position:** The AmeriCorps member position in Math Corps is called a tutor. Tutors are trained to provide 20 minutes of daily tutoring to Kindergarten-3rd grade students with pairs of students to improve student skills in whole and rational number understanding, which includes skills such as counting, number comparisons, whole number operations, and a foundational understanding of rational numbers (e.g. fractions).
2. **Interventions and Assessments:** Tutors are responsible for delivering Math Corps interventions to a full caseload of K-3rd grade students for 20 minutes daily, and collecting data as described in the section below.
3. **Tutor Schedule:** The Internal Coach is responsible for developing a schedule with the tutor. The schedule should:
 - i. Maximize student service, each tutor should have a full caseload of students
 - ii. Indicate the time the tutor should begin and end their time at school each day
 - iii. Allow for the tutor to serve the required number of hours per week:
 1. Full-time tutor = 35 hours per week
 2. Part-time tutor = 25 hours per week

3. Reduced part time tutor = 18 hours per week
 - iv. Include sufficient time for tasks outside of tutoring, to include:
 1. Data entry and responding to email (must be done at the service site)
 2. Meetings and/or coaching sessions with the Internal Coach
 3. Preparation time for tutoring sessions
 4. Time to complete online training
 4. **Content Expert Role:** The Math Corps program assigns a Coaching Specialist to support the school in implementing Math Corps. The Coaching Specialist meets with the Internal Coach and Math Corps tutor on an as needed basis (average of 5 times per year) to review student progress, observe tutoring, and ensure fidelity to the program.
 5. **COVID-19 and Virtual AmeriCorps Service**
 - i. Virtual Service Approval and Technology
 1. Math Corps tutors are physically present at the Service Site when performing their service, including interventions, assessments, and training. During the COVID-19 public health emergency, RMI will occasionally approve service in a virtual setting at the request of a Service Site. Virtual service will be agreed upon in writing by both Reading & Math, Inc. and the Service Site.
 2. In the event the Service Site requests that AmeriCorps member service is conducted in a virtual setting due to the COVID-19 public health emergency, Service Site must make their best effort to provide an on-site device that can continue to be accessed even if the Service Site is closed to students/participants. If this is not possible, Service Site must make their best effort to provide a device that can be used remotely.
 3. Service Site is responsible for training and supporting AmeriCorps member(s) on site-specific systems and platforms used for virtual service activities approved by RMI.
 - ii. Student Data Privacy and Student/Family Communication. Service site indicates its agreement or disagreement with the following:
 1. Agree The Service Site will provide student, family, and/or caregiver contact information to AmeriCorps member(s) where necessary in order to provide services related to the essential functions of their positions, including virtual service/tutoring. This will allow AmeriCorps members to have direct communication with participant(s) and/or participants' families/caregivers as directed by the Service Site where in-person service is not viable.

B. Data Collection and 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 Service 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 tutor(s).
3. **Data collected by tutors:** Math Corps tutors and/or coaches collect the following data throughout the school year according to the prescribed schedule:
- i. Student assessment data
 1. Math Corps uses a Benchmark Assessment to monitor student progress.
 2. Math Corps uses an application called Fast Math Challenge to determine appropriate fact fluency interventions for the student and measure student progress on math facts.
 3. Math Corps uses a survey, Math and Me, to collect information about students' enjoyment and self-perception of math.
 4. Math Corps collects information on students' engagement during math instruction in their regular classroom from the classroom teacher.
 - 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 Coaching Specialists are responsible for using Integrity Observation Checklists to observe tutors using the prescribed assessments and interventions to ensure fidelity.

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 2021-2022. The terms of this agreement will end on July 31, 2022 . 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 Catherine A. Erickson

Title CFO

Signature

DocuSigned by:

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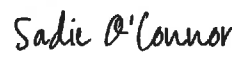
Date 8/30/2021 | 3:01 PM CDT

Reading & Math, Inc. Staff

Name Sadie O'Connor

Title Managing Director

Signature

DocuSigned by:

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Date 8/31/2021 | 10:05 AM CDT

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

Whereas, the District has decided to have the Contractor act as fiscal agent, hire and supervise a Full-Service Community School Site Coordinator at Denfeld High School.

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2021 and shall remain in effect until June 30, 2022 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.**

The Contractor will supervise the Full-Service Community School Site Coordinator to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the Four Pillars of FSCS: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices.

The site-specific goals, strategies, and indicators of success of the Full-Service Community School Model will be outlined in a Full-Service Community School Site Plan, created by the Full-Service Community School Coordinator in collaboration with the school Principal, the Collaborative's Program Director, as well as representatives from families, community partners, teachers, and other school staff serving on the Full-Service Community School Site Leadership Team.

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

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

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

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

4. **Reimbursement.** 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 \$50,000. Funding for this position is allocated through Denfeld High School.

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: Cathy Erickson, CFO, 215 North 1st Avenue East, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 15th day of July, 2021

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Mary Ann Marchel

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Mary Ann Marchel (the "Parties") entered into the contract (the "Contract") dated October 21st, 2020, for the purpose of providing group facilitation services for ECFE.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$1,000.00. This amendment would increase the not to exceed amount to \$1,100.00.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean

and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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.

MA Marchel [Redacted] 8-28-21
Contractor Signature SSN or EIN Date
J. J. [Signature] 8-31-21
Program Director Date

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

This contract is funded by either (1) the following budget (include full 18 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:

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

04	E	005	580	325	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ 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

Cathryn [Signature]
CFO/Superintendent of Schools/Board Chair Date



Software for Smarter Operations

PREPARED FOR
ISD 709 Duluth

PREPARED BY
Dude Solutions
11000 Regency Parkway, Suite 400
Cary, NC 27518

PUBLISHED ON
August 11, 2021





Software for Smarter Operations

Q-257479

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Dude Solutions, Inc. is dedicated to providing best in class solutions, including the following for ISD 709 Duluth.

Term: 36 months (07/01/2021 - 06/30/2024)

Subscription			
Subscription Invoice - Year 1			
Item	Start Date	End Date	Investment
MaintenanceDirect	7/1/2021	6/30/2022	5,934.39 USD
MySchoolDude	7/1/2021	6/30/2022	699.55 USD
PMDirect	7/1/2021	6/30/2022	2,379.64 USD
Total:			9,013.58 USD

The Subscription invoice for Year 1 will be issued upon acceptance of the Order Form.

*2 months included at no charge on the first subscription invoice.

*Your Sourcewell discount has been applied.





Software for Smarter Operations

Q-257479

Remaining Subscription Invoices

Year 2	Annual period beginning	Investment
MaintenanceDirect	7/1/2022	7,336.28 USD
MySchoolDude	7/1/2022	864.80 USD
PMDirect	7/1/2022	2,941.79 USD
Total:		11,142.88 USD
Year 3	Annual period beginning	Investment
MaintenanceDirect	7/1/2023	7,519.69 USD
MySchoolDude	7/1/2023	886.42 USD
PMDirect	7/1/2023	3,015.34 USD
Total:		11,421.45 USD





Software for Smarter Operations





Proposal terms

- Proposal has been prepared for ISD 709 Duluth ("Subscriber")
- Proposal expires in sixty (60) days

Order Form terms

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Master Subscription Agreement found at <https://www.dudesolutions.com/terms> (<https://www.dudesolutions.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.
- During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day ("Business Hours"), except Community Development Services, where Business Hours means 5:00 AM – 5:00 PM PST.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.

Additional information

- DSI fees do not include any taxes, levies, duties, or similar government assessments for which Subscriber may be responsible. Tax exemption certifications can be sent to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-257479 on any applicable purchase order and email to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>)
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.





Software for Smarter Operations

Signature

Presented to:

Q-257479

August 11, 2021, 1:32:01 PM

Accepted by:

Catherine A. Erickson

Printed Name

Catherine Erickson

Signed Name

CFO

Title

8/16/21

Date

01-E-012-110-000-405-125



AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of August, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Emily Laman, 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:

- To find, create, and upload activities to the activity library on See Saw that align with Creative Curriculum units
- To prepare devices for families
- To post activities for students to access who may be unable to attend class due to quarantine or illness
- Assist with End of the Year video compilation

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 31, 2021 and shall remain in effect until June 10, 2022, 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.** Listed with the terms and conditions.

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

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

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

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

4. **Reimbursement.** 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 \$24.41 hourly and \$ 20,000 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: Duluth Preschool, 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) Emily Laman, 4324 West 5th St Duluth, MN 55807.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Emily A. Homan _____ 9/16/21
 Contractor Signature SSN/Tax ID Number Date
Sherry Will _____ 8/26/21
 Program Director Date

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

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	503	185	011
XX	X	XXX	XXX	XXX	XXX	XXX

_____ 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

Catherine E. [Signature] _____ 8/30/21
 CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of August, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Jen Prachar, 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: *Head Start Nutritionist, flexible hours as needed. The Duluth Preschool Head Start program agrees to pay up to \$1,000 for relicensure classes.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 23, 2021 and shall remain in effect until June 30, 2022, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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 \$32 hourly and \$15,000 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: Duluth Preschool, 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) 44 Serenity Way, Esko, MN 55733.

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.

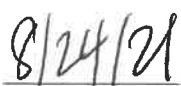
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

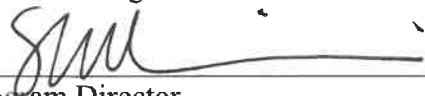
18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

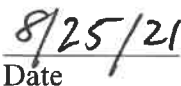
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


 Contractor Signature


 SSN/Tax ID Number


 Date


 Program Director


 Date

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

This contract is funded by either (1) the following budget (include full 16 digit code), (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.

04	E	005	579	503	3	00-83.86%
04	E	005	579	285	305	00-16.14%
XX	XXX	XXX	XXX	XXX	XXXXXXX	

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


 CFO/Superintendent of Schools/Board Chair


 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

Whereas, the District has decided to have the Contractor act as fiscal agent, hire and supervise a Full-Service Community School Site Coordinator at Myers-Wilkins Elementary School.

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2021 and shall remain in effect until June 30, 2022 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.**

The Contractor will supervise the Full-Service Community School Site Coordinator to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the Four Pillars of FSCS: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices.

The site-specific goals, strategies, and indicators of success of the Full-Service Community School Model will be outlined in a Full-Service Community School Site Plan, created by the Full-Service Community School Coordinator in collaboration with the school Principal, the Collaborative's Program Director, as well as representatives from families, community partners, teachers, and other school staff serving on the Full-Service Community School Site Leadership Team.

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

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

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

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

4. Reimbursement. 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 \$35,000. Funding for this position is allocated through Myers-Wilkins Elementary School.

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: Cathy Erickson, CFO, 215 North 1st Avenue East, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Kelsey Mantz 41-2002724 8/27/21
 Contractor Signature SSN/Tax ID Number Date

Amy Worden 8/26/21
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01 E	540	203	317	305	000 Amy Worden
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

Catharine E. Doer 8/30/21
 CFO / Superintendent of Schools / Board Chair Date

1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV
1	MPOX	Differential Weigh 2, 5, & 10lb scale
1	MSD2	15in Color Touch Display
	MSS4	Implementation Half Day Rate-Mailing
	MSSD	Implementation Day Rate Mailing
1	MW90007	SendPro P Series Drop Stacker
1	MW90067	Power Cord Kit
1	MW90701	100ft/30m LAN Cable
1	MW96000	Weighing Platform
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for Sendpro P2000 Basic/500W
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 410.93	\$ 1,232.79

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If a postage meter rental is included in the Order, additional USPS Acknowledgement of Deposit terms apply which are available by clicking on the hyperlink for your State/Entity/ Cooperative's contract, which are available at <http://www.pb.com/states/Minnesota>. Those additional terms are incorporated by reference.

NASPO VALUEPOINT ADSP016-169897, 139792

State/Entity's Contract#

Lauren Elson

Lessee Signature

Catherine A-Erickson

Print Name

CEO

Title

9/2/21

Date

business @ ISA 709.org

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Shannon Kern

shannon.kern@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

KY Interpreting Services, Inc.

3251 Dahl Rd
Duluth, MN 55804
(218) 393 - 3504

Compensatory Education Services (CES) Contract

August 9, 2021

Funds of \$6,500 to be used for educational services for J'Ames Stewart that will include communications skills, social skills, and academics. Our team consists of a qualified teacher, certified ASL interpreter and an ASL interpreter specializing in working with students with autism.

Dawn Stevenson, RID CI/CT - Dawn's professional experience includes 33 years of ASL/English interpreting. 31 years of her career have been completed as a staff interpreter with the University of Minnesota Duluth (UMD). As a qualified teacher, Dawn has taught ASL 2001 & 2002 (Level 1 & 2) at UMD for 10 years. She also has 12 years experience teaching ASL at the elementary level at Lester Park Elementary school.

Kathleen Youngblom, RID CI/CT - Kathleen has over 30 years experience with all facets of ASL/English interpreting services including; referral, advocacy, mentoring, and interpreting in many settings. Her involvement and training with atypical language users spans over 25 years.

Kalyn Youngblom - Kalyn has been working in the interpreting field for over 10 years. She has completed training to work with atypical language users. For 7 years ongoing, her focus has been working with a student on the autism spectrum.

Terms:

1. **Rate:** The contract shall not exceed a total of \$6,500 with a contract end date of 6/30/2023.
 - a. \$65/hour with a flat rate appearance fee of \$130 for any job. If time extends beyond 2 hours, the rate will be billed in 30 minute increments at \$65/hour.
 - b. For any job requested less than 48 hours in advance, \$70/hour with a flat rate appearance fee of \$140 for any job. If time extends beyond 2 hours, the rate will be billed in 30 minute increments at \$70/hour.
 - c. Cancellations made by the requester sent in with less than 48 business hours will be billed in full.
2. **Assignment:** Team of educators to work with J'Ames Stewart on a weekly basis to teach communication skills, social skills and academics.
3. **Credentials/Certification:** Documentation upon request for credentials for the educational team.

Jason Crane, ISD709

Date:



8/10/21

KY, KY Interpreting Services, Inc

Date:

01-E-005-405-740-305-000



Catherine Erickson, CFO

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of July, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Marshall School, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 9, 2021 and shall remain in effect until June 9, 2022, 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.** Non-public Nursing Services by a Licensed School Nurse.

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

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

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

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

4. **Reimbursement.** 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 \$ 25,000 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: Special Services, 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) 1215 Rice Lake Rd., Duluth, MN 55811.

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ 41-0765672 _____ 8/23/21 _____
 SSN/Tax ID Number Date


 Program Director _____ 7/26/21 _____
 Date

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

This contract is funded by either:

1. The following budget (include full 18-digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding)

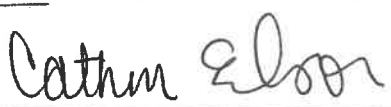
Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	002	590	350	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ 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


 CFO / Superintendent of Schools / Board Chair _____ 8/30/21 _____
 Date

STATEMENT OF WORK

Project Name:	Ad Hoc Statement of Work	Seller Representative:
Customer Name:	Duluth Public Schools	Dave Donarski 612.704.5943 davedon@cdw.com
CDW Affiliate:	CDW Government LLC	
SOW Effective Date:	July 29, 2021	Solution Architect:
Version:	1.0	Dave Donarski

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into this July 29, 2021 (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and Duluth Public Schools (“**Customer**” and “**you**”).

PROJECT DESCRIPTION

PROJECT SCOPE

This SOW can be used for small installation projects or scheduled maintenance for up to, but not to exceed 24 hours per call. This SOW is valid for a 12-month period from the date of signature and cannot exceed \$25,000 in a calendar year without a new SOW or Change Order.

Subject to the other provisions of this SOW, Seller will perform the following services:

1. Unscheduled and/or Break/Fix engineering and consulting services

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Customer will provide, in advance and in writing, all applicable customer safety and security rules and procedures
2. Customer will provide adequate work space for seller engineers
3. Customer will provide seller access or personnel with access to all locations that are required

PROJECT ASSUMPTIONS

1. Customer will provide all hardware and cabling required
2. Seller is not responsible for any network related problems/issues that arise while seller is on site
3. Customer staff will be on site and available when the seller engineer is on site

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any Total Fee numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 1).

Table 1 – Services Fees

Consultant	Function	Hourly Rate
Technical Architect	Cross-Technology	\$320
Technical Lead/Principal Engineer	Cross-Technology	\$235
Senior Engineer	Cross-Technology	\$215
Engineer	Cross-Technology	\$200
Associate Engineer	Cross-Technology	\$150
Project Manager	Cross-Technology	\$200
Associate Project Manager	Cross-Technology	\$155

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW.

EXPENSES

When Seller’s personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to

do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("**Customer Components**").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer, with prior written notice, for time Seller personnel is thereby idled or to reassign Seller personnel to work unrelated to this SOW and the services hereunder.
3. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
4. Customer will secure and maintain the confidentiality of all Seller personnel information.
5. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.
7. Customer shall ultimately be responsible for making any final decisions with respect to any recommendation or potential solutions provided by Seller under this SOW.
8. Seller shall not be responsible for providing the Customer any Work Product under this SOW.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person. The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Except as otherwise agreed by the Parties, customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller.

MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at www.cdwg.com, except that it shall be governed instead by a written agreement, if any, between Customer and Seller covering Customer's purchase of products and services from Seller (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: _____ Digitally signed
signature **Shawn F** by Shawn F
Name: _____ Luedde
Title: _____ Luedde Date: 2021.08.10
Date: _____ 15:39:05 -05'00'

Mailing Address:

230 N. Milwaukee Ave.
Vernon Hills, IL 60061

- A purchase order for payment hereunder is attached.
- A purchase order is not required for payment hereunder.
- The following PSM has given approval:
Phillip Birt

Duluth Public Schools

By: _____
signature *Catherine Erickson*
Name: _____ Catherine A. Erickson
Title: _____ CPD
Date: _____ 8/10/21

Mailing Address:

Street: _____ 215 N. 1st Ave E
City/ST/ZIP: _____ Duluth MN 55802

Billing Contact:

Street: _____ same
City/ST/ZIP: _____

01 E 012 108 311 305000

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
1440 49 th Ave NE, Columbia Heights, MN 55421	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input type="checkbox"/> Design	<input type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Chris Crawford Telephone: 7153014074 Email: chris.crawford@charter.com

Customer Information		
Customer Name ISD 709 DULUTH PS	Order # 12721845	
Address 215 N 1ST AVE E DULUTH MN 55805-1966		
Telephone (218) 336-8700	Email: bart.smith@isd709.org	
Contact Name BartSmith	Telephone (218) 336-8700	Email: bart.smith@isd709.org
Billing Address 215 N 1ST AVE E DULUTH MN 55805-1966		

NEW AND REVISED SERVICES AT 325 W 1st St Unit 300, Duluth MN 55802				
Service Description	Contract Term	Quantity	Sales Price	Monthly Recurring Charges
1 GBPS OPTICAL ETHR INTRA	60 Months	1	\$ 355.00	\$ 355.00
Ethernet-Service Upgrade within the term	60 Months	1	\$ 0.00	\$ 0.00
TOTAL*				\$355.00

01-E-012-108-000-320-000

NEW AND REVISED SERVICES AT 421 N 6th Ave E , Duluth MN 55805

Service Description	Contract Term	Quantity	Sales Price	Monthly Recurring Charges
1 GBPS OPTICAL ETHR INTRA	60 Months	1	\$ 355.00	\$ 355.00
Ethernet-Service Upgrade within the term	60 Months	1	\$ 0.00	\$ 0.00
TOTAL*				\$355.00

ONE TIME FEES AT 421 N 6th Ave E , Duluth MN 55805

Service Description	Quantity	Sales Price	Install One Time Charge
Ethernet - Installation (Per UNI)	1		\$1,840.00
TOTAL*			\$1,840.00

ONE TIME FEES AT 325 W 1st St Unit 300, Duluth MN 55802

Service Description	Quantity	Sales Price	Install One Time Charge
Ethernet - Installation (Per UNI)	1		\$1,840.00
TOTAL*			\$1,840.00

1. **TOTAL FEES.** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Prices for Services do not include taxes, surcharges, or other fees.
3. **NO UNTRUE STATEMENTS.** Customer represents and warrants to Spectrum that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Spectrum contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
4. **SPECIAL TERMS.**

Spectrum hereby agrees the Service ordered hereunder is an upgrade to existing Service at the Service (Location/Address) and, in this case, will not require an extension to the initial Term. Therefore, the Term of this upgrade Order shall end on the expiration of the initial Term and shall then be subject to any renewal terms set forth herein or in the Agreement.

E-RATE FUNDING CONTINGENCY.

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Charter of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Charter prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Charter's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Charter will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Charter invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Charter will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

The Parties have caused their duly authorized representatives to execute this Service Order.

CUSTOMER	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
<p>DocuSigned by: <i>Catherine A. Erickson</i> C441FF167FF2415...</p>	<p>DocuSigned by: <i>John Trodden (Vp)</i> 804E0D59548E45C...</p>
Signature: _____	Signature: _____
Catherine A. Erickson	John Trodden (Vp)
Printed Name: _____	Printed Name: _____
CFO	Director
Title: _____	Title: _____
8/30/2021	8/30/2021
Date: _____	Date: _____

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Spectrum Enterprise

Ethernet Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for fiber-based Spectrum Enterprise Ethernet Service and Spectrum Enterprise Cloud Connect Service (individually the “Service” and collectively the “Services”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. Performance tier goals (“SLA Targets”) are set forth in the table(s) below.

Ethernet Services SLA Targets presented below are measured end to end (i.e. from any two applicable Customer’s edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the “Affected Service”).

The Cloud Connect Service SLA Target for Availability is measured between Spectrum Enterprise’s network interface device (NID) located at the Customer location and the point of physical handoff of the Service to the Cloud Service Provider (the “Gateway Point”).

I. SLA Targets for Ethernet and Cloud Connect Services:

Spectrum Enterprise Ethernet Services SLAs			
Performance Tier	Metro ¹	Regional ¹	National ^{1,2}
Miles ³	0 - 155	>155 - 746	> 746
Kilometers ³	0 - 250	>250 - 1200	> 1200
Latency	≤ 10ms	≤ 25ms	≤ 60ms
Jitter	≤ 2ms	≤ 4ms	≤ 8ms
Frame Loss	≤ 0.01%	≤ 0.01%	≤ 0.01%
Availability	≥ 99.99%	≥ 99.99%	≥ 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.

¹ “Metro”, “Regional”, and “National” includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Enterprise Network.

² “National” also includes all circuits provided by third party service providers, regardless of distance.

³ Miles and Kilometers are measured by fiber router miles.

Spectrum Enterprise Cloud Connect Gateway Point SLAs	
Availability	≥ 99.99%

II. Priority Classification:

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events. Notwithstanding anything to the contrary in the Agreement, any service issues beyond the connectivity to the Cloud Service Provider is not covered by this SLA.

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer’s A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> Service Disruption resulting in a total loss of Service; or Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a “Priority 1 Outage”).
Priority 2	<ul style="list-style-type: none"> Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> A service problem that does not impact the Service; or A single non-circuit specific quality of Service inquiry.

III. Service Availability:

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore (MTTR):

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service}}{\text{Total number of Priority 1 Outage trouble tickets per Service}}$$

V. Latency / Frame Delay:

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

$$\frac{\text{Sum of the roundtrip delay measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

VI. Packet Loss / Frame Loss Ratio:

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$
--

VII. Jitter / Frame Delay Variation:

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$\frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$
--

VIII. Network Maintenance:

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

X. Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.



Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): ISD 709 DULUTH PS

Billing Address: _____

215 N 1ST AVE E
DULUTH MN 55805-19

Charter Communications Operating, LLC and its subsidiaries providing the Services ("Spectrum"), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that 10% or less of the traffic to be carried over any circuit will be interstate in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that you must provide this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic. In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits listed on the attached Service Order is jurisdictionally intrastate and will contain no more than 10% interstate traffic.

DocuSigned by:
Catherine A. Erickson 8/30/2021
C441FF487FF2415...
(Authorized Customer Signature) (Date Signed)

Catherine A. Erickson CFO
(Printed Name) (Title)

Authorized Customer Contact Information:

Phone: (218) 336-8700 Email: bart.smith@isd709.org



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Chris Crawford Telephone: 7153014074 Email: chris.crawford@charter.com

Customer Information		
Customer Name ISD 709 DULUTH PS - INVOLTA FIBER	Order # 12712058	
Address 215 N 1st Ave E Duluth MN 55802		
Telephone (218) 336-8700	Email: bart.smith@isd709.org	
Contact Name BartSmith	Telephone (218) 336-8700	Email: bart.smith@isd709.org
Billing Address 215 N 1st Ave E Duluth MN 55802		

NEW AND REVISED SERVICES AT 330 Garfield Ave , Duluth MN 55802				
Service Description	Contract Term	Quantity	Sales Price	Monthly Recurring Charges
5 Static IP	Month to Month	1	\$ 19.99	\$ 19.99
Spectrum Internet 200M (Only)	Month to Month	1	\$ 59.99	\$ 59.99
TOTAL*				\$79.98

01-E-012-108-000-320-000

ONE TIME FEES AT 330 Garfield Ave , Duluth MN 55802

Service Description	Quantity	Sales Price	Install One Time Charge
Spectrum Business SGL - Internet Install - Waived	1		\$ 0.00
<u>TOTAL*</u>			\$0.00



1. **TOTAL FEES.** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Prices for Services do not include taxes, surcharges, or other fees.
3. **NO UNTRUE STATEMENTS.** Customer represents and warrants to Spectrum that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Spectrum contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
4. **SPECIAL TERMS.**

E-RATE FUNDING CONTINGENCY.

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Charter of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Charter prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Charter's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Charter will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Charter invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Charter will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

The Parties have caused their duly authorized representatives to execute this Service Order.

CUSTOMER	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
<p>DocuSigned by: <i>Cathy Erickson</i> C441FF167FF2415...</p>	<p>DocuSigned by: <i>John Trodden (Vp)</i> 904E0D59548E45C...</p>
Signature: _____ Cathy Erickson	Signature: _____ John Trodden (Vp)
Printed Name: _____ CFO	Printed Name: _____ Director
Title: _____ 8/27/2021	Title: _____ 8/28/2021
Date: _____	Date: _____



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SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at <https://enterprise.spectrum.com/> ("Terms of Service"), which are incorporated herein by this reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Chris Crawford Telephone: 7153014074 Email: chris.crawford@charter.com

Customer Information				
Customer Name (Exact Legal Name): ISD 709 DULUTH PS - INVOLTA FIBER			Main Tel. No.:	
Billing Address: 215 N 1st Ave E	Suite:	City: Duluth	State: MN	Zip Code: 55802
Billing Contact Name:	Tel.No.:		E-mail:	
Authorized Contact Name: Bart Smith	Tel.No.: (218) 336-8700		E-mail: bart.smith@isd709.org	

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

Customer: ISD 709 DULUTH PS - INVOLTA FIBER
By: *Cathy Erickson*
6441FF107FF2415...
Name (printed): Cathy Erickson
Title: CFO
Date: 8/27/2021