# MEMORANDUM OF UNDERSTANDING BETWEEN DULUTH PUBLIC SCHOOLS – ISD 709

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# DULUTH COMMUNITY SCHOOL COLLABORATIVE AUGUST 1<sup>ST</sup> 2017

This is an agreement between Duluth Public Schools, hereinafter called "DPS" and the Duluth Community School Collaborative, hereinafter called "DCSC".

## I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the functioning of FSCS in Duluth MN. DPS and DCSC recognize the success of FSCS (FSCS) relies upon strong partnership and collaboration among school districts, governments, nonprofits, community organizations and businesses. To this end, DCSC and DPS are committed to creating and supporting a shared vision, common goals and a clear communication structure.

In particular, this MOU is intended to: establish the role of DCSC and DPS over time as they work together to support FSCS in Duluth. The Collaborative and its partners will provide a comprehensive set of community and educational supports from cradle to career for DPS students and their families. DCSC desires to work with DPS to lead the implementation with school leaders, teachers, parents, students, businesses, governmental agencies, not-for-profit organizations and local community leaders of Duluth. This MOU contains a detailed description of each party's roles and responsibilities.

## II. SHARED VISION

DPS and DCSC believe that a community-wide scaffold of supports for students and families focused on intellectual and socio-emotional skill building, educational achievement, and life-skills development will result in shared ownership for children's success in school and in the community. Strong partnerships among educators, health and human service providers, and businesses inspire high levels of parent and student engagement which is vital to transforming every school into a high performing learning environment.

# III. AGENCY BACKGROUND

DCSC is a 501(c)(3) organization whose mission is to foster strong partnerships that expand opportunities for positive youth development and school, family, and community involvement promoting lifelong learning and appreciations of our diversity. The Collaborative's purpose is to assure that FSCS support school leaders, teachers, students and families to have access to resources that assist them in achieving consistent academic success. The primary objective is a "tightly woven safety net" providing a wide variety of integrated supports that ensure every child has the opportunity to achieve their full potential from birth to college/career readiness.

### IV. DCSC RESPONSIBILITIES

DCSC commits to work with DPS and to build a network of support built upon data-driven decision making and intended to improve attendance and academic performance in Duluth Public Schools.

DCSC shall undertake the following activities:

- 1. Provide staff and establish ongoing funding for the Collaborative.
- 2. Build a community-wide scaffold of supports and strong partnerships of mutual expectation with educational providers.
- 3. Engage families and the community in driving education transformation.
- 4. Incorporate proven strategies and continually evaluate results.
- 5. Guide the planning and implantation of FSCS.
- 6. Coordinate participants, volunteers and meetings.
- 7. Assist in implementing supportive policies and practices.
- 8. In partnership with DPS, develop an evaluation plan that incorporates FSCS outcomes.
- 9. Establish diverse, sustainable funding and resource development.
- 10. Remain focused on whole family; student and school based supportive policies and best practices.

- 11. Lead community engagement efforts throughout the process.
- 12. Support professional development of Board Members, staff, teachers and community partners.
- 13. Employ Site Coordinators for designated sites.
- 14. Involve principals in the hiring and annual performance evaluation of the Site Coordinators.
- 15. Participate in stakeholder meetings and activities.
- 16. Ensure a range of community partners are involved at each site which meet the goals of the Site Team plan.
- 17. Ensure the DCSC Executive Director attend supervisory meetings.
- 18. Keep all DCSC partners informed of activities and any changes that may impact service delivery.
- 19. Provide support, supervision and coaching of the Site Coordinator.
- 20. Lead in collaborative grant writing opportunities that enhance programs at FSCS sites.
- 21. Complete all data required for DCSC evaluation purposes and grant reporting requirement in a timely manner.
- 22. Ensure that DCSC Site Coordinators and program staff maintain a standard of professionalism and behavior consistent with DPS and DCSC expectations.
- 23. Ensure proper background checks have been completed.
- 24. Integrate DCSC mission and communication of DCSC activities through board meetings, newsletters, and other related outreach.
- 25. Provide current financial audit annually.
- 26. Follow all DPS policies and procedures, including but not limited to policies and procedures regulating access to and use of confidential information. Acknowledges that the DPS has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). DCSC is receiving student information in compliance with the requirements and exceptions outlined in FERPA. DCSC acknowledges that it must comply with said law and regulations and safeguard student information. DCSC may not re-disclose the information to a third party without prior written consent from the parent or eligible student (age 18 or over). DCSC must destroy any student information received from the DPS when no longer needed for the purposes listed in this Agreement,

DPS understands that DCSC's primary mission is to eliminate barriers and increase access to support enrichment opportunities for children and families who are enrolled in a DCSC school and the scaling up of the Collaborative will be designed to carry out that mission. DCSC does not guarantee specific results. Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by DCSC pursuant to this MOU (including the deliverables), are granted and/or provided on an "as is" basis. Any intellectual property generated by DCSC personnel will be owned by DCSC. Any intellectual property generated by DPS personnel will be owned by DPS or the creator of the intellectual property, as provided by DPS's Intellectual Property Policy and/or procedures.

#### V. DPS RESPONSIBILITIES

DPS recognizes that Myers-Wilkins Elementary School, Lincoln Park Middle School and Denfeld High School are home to diverse families; we have significant educational, employment, and health disparities in our schools and community based on racial, ethnic, and economic backgrounds; and our goal is to work together to create equitable educational opportunities. Therefore, these are the priority schools to be FSCS.

- 1. DPS commits to work with DCSC to build a network of support based upon data-driven decision making and intended to improve attendance and academic performance within Duluth Public Schools community schools.
- 2. Employ a Community Schools Coordinator who helps facilitate the growth of the Full Service Community School model.
- 3. Work with DCSC to use braided funding to ensure that a full time Site Coordinator is employed at each community school.
- 4. DPS agrees to designate a senior staff member from administration and the principal's (or his/her designees) to the Board of Directors for the DCSC.
- 5. DPS commits to organize internal meetings at the school to engage teachers, administrators and staff in the FSCS model.
- 6. It also agrees to have principals assist in appointing a team of administrators, faculty, support staff, parents, and students to participate in a monthly site leadership team meeting. It agrees to continue to implement the FSCS model and to work with DCSC to plan a continuum of solutions designed to significantly improve educational outcomes.
- 7. DPS agrees to inform DCSC regarding the Improvement Plans for individual community schools so that it may be included in the planning process
- 8. Partner with DCSC in the design and delivery of FSCS.

- 9. Support and facilitate collaborative grant writing opportunities that enhance DCSC activities.
- 10. Provide technical assistance and support to DPS staff and other professional development opportunities which support the FSCS model.

#### VI. LEADERSHIP ROLES AND RESPONSIBILITIES

The school Principals, Site Coordinators, and Community School Coordinator will champion the community school strategy in the spirit of collaboration, shared vision and goals with a focus on common outcomes. They will integrate the community school strategy into the school vision and school improvement plan.

### School Principal(s) Responsibility:

- 1. Provide leadership which supports integration of community services into the culture of school.
- 2. Participate in hiring, support and performance evaluation of Site Coordinator.
- 3. Serve on the DCSC Board.
- 4. Ensure student assistance process reflects full integration of the community school partners and develop a clear communication and confidentiality process.
- 5. Participate in Site Leadership Team meetings and activities.
- 6. Support integration of Site Coordinators through use of identified school resources (i.e. phones, computers, copiers, and appropriate curriculum support).
- 7. Provide reasonable space for the Site Coordinator and program activities that support the goals of a full service community school.
- 8. Provide necessary services to maintain this space, including janitorial services, maintenance, utilities, and technology support.
- 9. Assist with provision of data when needed.
- 10. Agree to share appropriate information with DCSC staff to maximize student success. (Ensure proper releases are secured.)
- 11. Notify Site Coordinators and partners of grants that impact the full service community school model.
- 12. Participate in collaborative grant writing opportunities that enhance program activities and the integration of the full service community school model.

Community School Principals will serve as full members on the DCSC Board.

# Community School Site Coordinator(s)

The following schools will have a full time Site Coordinator in the academic year 2017-2018:

- Myers-Wilkins Elementary-Position employed and funded by DCSC
- Lincoln Park Middle School-Position employed by DPS and funded through the school
- Denfeld High School-Position employed by DCSC and funded by DPS and the school

The Community School Site Coordinator will be responsible for supporting the FSCS model at his or her site. The Site Coordinator will work in partnership with the Site-based Leadership Team, under the direction of DCSC Executive Director and in collaboration with the school Principal to build a community of success. The Site Coordinator will work closely with students, school staff, families and community partners to facilitate connections, coordinate programs, ensure integration of school-community services and alignment of services with the goals and objectives of the DCSC and the Site-based Leadership Team's vision and mission.

## The essential duties and responsibilities:

- 1. Support the alignment and successful implementation of a community school in partnership with the Site Leadership Team and based on the Site Plan.
- 2. Communicate FSCS' philosophy and programs to all stakeholders.
- 3. Coordinate and supervise Out-of-School Time (OST), summer programming and services provided by community agency partners at the school.
- 4. Work with members of the Site Leadership Team to provide publicity and promotion of community schools, DCSC events and programs.
- 5. Partner with school staff to identify opportunities for community school programming to integrate, support, and reinforce teaching and learning during the school day.
- 6. Coordinate Site Team, Planning Committee and Service Provider meetings.
- 7. Participate in community committees and meetings that increase community engagement efforts.
- 8. Establish, maintain, and expand connections with community and other like-minded organizations, individuals

- and agencies.
- 9. Attend all DCSC Board meetings and work closely with board members to ensure alignment of DCSC services with mission, goals, and objectives.
- 10. In collaboration with school staff, identify and facilitate parent leadership opportunities.
- 11. Conduct ongoing resource mapping and needs assessments, in collaboration with school Principal and site team.
- 12. Research, analyze and synthesize relevant data to provide suggestions for programmatic decisions maintaining a lens for access, equity and increase student achievement.
- 13. Participating as key member of the school faculty and staff team. This includes serving on relevant committees (ie. School Improvement Team, PTA) and supporting the Principal with his or her strategic vision for their school.
- 14. Attend meetings and professional development as required.

Supervision of Site Coordinators will be shared between the Executive Director of DCSC and the school Principal. Annual evaluations will be completed in collaboration between the school principal and the Executive Director of the DCSC. Each Site Coordinator will serve as an Ex-officio on the DCSC Board.

### Community School Coordinator:

The Community School Coordinator is employed by DPS and helps to facilitate the growth of the full service community school model in collaboration with the DCSC. The coordinator develops and sustains strategic partnerships with business, community, and higher education. These partnerships are necessary in order to meet the wellness needs of students while simultaneously providing enrichment opportunities aimed at on-time graduation with a career and college readiness plan.

The essential duties and responsibilities:

- 1. Coordinate outreach to develop volunteer and community agency support for FSCS.
- 2. Prioritize goals and identify evidence-based programming in collaboration with DCSC board, staff, and other stakeholders.
- 3. Write and support the completion of grants to fund full service community school programming, civic engagement, and other relevant programs.
- 4. Develop policies and procedures to aggregate and analyze data on the effectiveness of full service community school programming. Facilitate analysis of FSCS.
- 5. Align full service community school programming and resources across school sites in partnership with Site Coordinators, Principals and DCSC Executive Director.
- 6. Integrate resources into full service community school sites through enhanced or new partnerships with businesses, nonprofits, civic organizations, and other public entities.
- 7. Inform community members about FSCS through public presentations, newsletters, press generation, and other communication.
- 8. Attend state and national conferences, review research, and participate in associations to stay informed on policy and funding trends regarding FSCS and civic engagement.
- 9. Deliver or facilitate training and education to district staff regarding FSCS, civic engagement, and other relevant topics.
- 10. Develop programs which support youth leadership through service learning and civic engagement.
- 11. Support the implementation of career and college readiness programming by working with district staff to identify enrichment curriculum for during or after school.
- 12. Collaborate with district staff and community stakeholders to create experiential career programs for students to explore or develop post high school pathways.
- 13. Facilitate the expansion of the full service community school model to new sites within the Denfeld feeder schools by working with principals, families, and community stakeholders to develop focus groups and complete a needs assessment.

The Community School Coordinator is an employee of DPS and therefore is directly supervised by DPS Administration. The Community School Coordinator will work closely with the DCSC Board to establish priorities and develop support for the FSCS model. The Community School Coordinator will serve as an Ex-officio on the DCSC Board.

### VII. FUNDING

DCSC and DPS together will employ a full-time Community School Site Coordinator at each community school in the academic year 2017-2018:

Myers-Wilkins Site Coordinator-Employed and funded by DCSC Lincoln Park Site Coordinator-Employed by DPS and funded through Lincoln Park school budget Denfeld Site Coordinator-Employed by DCSC position funded by DPS and Denfeld school budget

This MOU does include the reimbursement of funds between the parties for the following position: 2017-2018 Site Coordinator at Denfeld High School

**Payment:** in consideration of the performance of DCSC of their obligations pursuant to this Agreement. DPS hereby agrees to Contract with DCSC to employ a Site Coordinator at Denfeld High School for a sum of \$50,000.

**Background Check.** Provided DCSC and or DCSC staff will be working independently with students. Contractor is subject to compliance with the District's policy on said background checks. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

**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.

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.

**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.

**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.

**Insurance.** DCSC shall not commence work under the contract until they have obtained all the insurance described below and DPS has approved such insurance. DCSC shall maintain such insurance in force and effect throughout the term of the contract.

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

Worker's Compensation Insurance: DCSC must provide Worker's Compensation insurance for all its employees and in case any work is subcontracted. DCSC 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:** DCSC is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death and or 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.

DPSC will provide DPS with a certificate of insurance evidencing the following limits of liability within their property/casualty insurance program:

Workers Compensation (Employers Liability)

<ul> <li>Bodily Injury by Accident</li> </ul>	Each Accident	\$1,000,000
<ul> <li>Bodily Injury by Disease</li> </ul>	Per Policy	\$1,000,000
<ul> <li>Bodily Injury by Disease</li> </ul>	Each Employee	\$1,000,000

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death and or 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.

Contractor will provide District with a certificate of insurance evidencing the following limits of liability within their property/casualty insurance program:

" orkers compensation (Employers Entonity)	Workers	Compensation	(Employers	Liability)
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•	Bodily Injury by Accident	Each Accident	\$1,000,000
•	Bodily Injury by Disease	Per Policy	\$1,000,000
•	Bodily Injury by Disease	Each Employee	\$1,000,000

# General Liability

•	General Aggregate	\$1,000,000
•	Products & Completed Oper Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Each Occurrence	\$1,000,000

# Umbrella

•	Each Occurrence	\$1,000,000
•	Annual Aggregate	\$1,000,000
•	Retention	\$10,000

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.

Duluth Community School Collaborative	41-2002724	
Contractor	SSN/ Tax Identification Number	Date
Executive Director		Date
School Principal		Date
Briector of Business Service Superintende	ant of Cohoole	7/3//17
Director & Duamesa Service / Superintende	an of ponoois	Date