

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

MEMORANDUM OF AGREEMENT

BETWEEN

WINONA STATE UNIVERSITY

AND

Duluth Public Schools ISD 0709

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of WINONA STATE UNIVERSITY (hereinafter "College/University"), and Duluth Public Schools ISD 0709, 4316 Rice Lake Road, Ste. 108, Duluth, MN 55811 (hereinafter "Facility").

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the College/University has established a Baccalaureate Program in Education for qualified students preparing for and/or engaged in education careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable facilities for the educational needs of the education programs(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified education personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish learning experience for students of education enrolled at the College/University;

NOW, THEREFORE, it is mutually agreed by and between the College/University and the Facility:

I. COLLEGE/UNIVERSITY RESPONSIBILITIES

- A. The College/University will place qualified students enrolled in its Education program for participation in a student teaching or field experience at Facility.

- B. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for the learning experience instructors as deemed necessary by the College/University and the Facility.
- C. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the learning experience program at the Facility.
- D. The College/University will inform its faculty and the students who are participating in the learning experience program that they are encouraged to carry their own health insurance.
- E. The College/University agrees and represents that it will require all students to have completed a background study in accordance with Minnesota Statute 123B.03 as a pre-condition to participation in the clinical experience. College/University will not assign a student to the Facility if his/her background study documents demonstrate ineligibility to have direct contact with Facility's students under applicable law or regulations. If requested, College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

II. FACILITY RESPONSIBILITIES

- A. Facility agrees to provide qualified WSU students enrolled in the Education program student teaching or field experiences during the academic year so long as the Facility has qualified teachers willing to supervise the WSU students during this experience.
- B. The Facility is responsible for the safety and quality of education (if applicable) provided to its students by the WSU students who are participating in the learning experience at the Facility.
- C. The Facility will inform the College/University of its policies and regulations.
- D. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the learning experience.
- E. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

- F. The Facility may unilaterally suspend or terminate a student teacher's participation in the program at the site for any reason. The Facility's liaison will consult with the University before suspending the student teacher's participation, except where consultation is not reasonable possible under the circumstances.

III. FINANCIAL CONSIDERATION

The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/University or the Facility to the other party.

IV. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- A. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility of the College/University.
- B. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

VI. TERM OF AGREEMENT

This Agreement is effective on the later of July 1, 2023 or when fully executed and shall remain in effect until June 30, 2028. This Agreement may be terminated by either party at any time upon 60 days' written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the learning experience program.

VII. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

VIII. ASSIGNMENT

Neither the College/University or the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

IX. STATE AUDIT

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

X. VOTER REGISTRATION (When Applicable)

The Facility shall provide nonpartisan voter registration services and assistance, using forms provided by the College/University, to employees of the Facility and the public as required by Minnesota Statutes Chapter 201.162.

XI. AMERICANS WITH DISABILITIES ACTS (ADA) COMPLIANCE

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The College/University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

XII. GOVERNMENT DATA PRACTICES ACT

The Facility and College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the College/University. The College/University will give the Facility instructions concerning the release of the data to the requesting party before the data is released.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

1. FACILITY:

Facility certifies that the appropriate person(s) have executed the Agreement on behalf of Facility as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title Exec. Dir. of Finance and Business Services
Date 9/29/2023 9:49:53 AM CDT

By (authorized signature and printed name)
Title
Date

2. COLLEGE/UNIVERSITY:

By Scott Sorvaag (authorized signature)
Title: Dean of the College of Education
Date

By Darrell Newton (authorized signature)
Title: Provost & Vice President of Academic Affairs
Date

3. AS TO FORM AND EXECUTION:

By Lori Mikl (authorized signature)
Title: Director of Affirmative Action/Equity & Legal Affairs
Date

Duluth Adult Education Consortium Agreement

The Minnesota Department of Education mandates that an approved Adult Basic Education (ABE) consortium may have only one fiscal agent for the purposes of distribution of state and federal ABE aid. Therefore, the agreement between the fiscal agent, Duluth Public Schools, and the listed consortium members will follow all fiscal and programmatic mandates and policies established by the state.

Fiscal agent: Duluth Public Schools

Duluth Public Schools is the designated fiscal agent of the Duluth Adult Education Consortium. Duluth Adult Education is not a legal entity. All authority and liability rests with the school boards of the participating member school districts. Duluth Adult Education will coordinate the program, supply books and materials, and provide licensed instructors to facilitate Adult Education classes as and where needed. The consortium will comply with all State ABE Assurances as outlined in the annual grant application, collect all necessary data, submit required performance reports and fiscal reports to the state utilizing state adopted databases, and receive state Adult Basic Education aid under section 124D.531 for Adult Basic Education programming delivered in the consortium.

Consortium members: Proctor ISD 704 and Hermantown ISD 700

The above listed school districts agree to be a member of the Duluth Adult Education Consortium for FY 2024. Consortium members will sign consortium agreements annually, agree to have all ABE funds sent directly to the fiscal agent, make student referrals, advertise and promote ABE programs, and provide classroom space as necessary.

Signatures:

Member ISD 700 and 704

School Districts Representative:

By: _____

Name: _____

Title: _____

Date: _____

Member ISD 709

School District Representative:

By: 

Name: Simone Zunich

Title: Director of Finance and Business Services

Date: 10/4/23

Adult Basic Education Representative:

By: 

Name: Angie Frank

Title: Duluth Adult Education Manager

Date: 10/3/23



AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and PAVSA, 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 6th, 2023 and shall remain in effect until June 30th, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

It is understood that PAVSA and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and to communicate any pertinent information or concern that affect the overall success of the MOU in a timely manner.

Role of PAVSA, a Community Provider:

- 1) Meet with Duluth School administration staff to plan a system of service delivery
- 2) Provide services on site in Duluth Schools
- 3) Employ and be responsible for PAVSA staff placed or on site in Duluth schools
- 4) Maintain appropriate professional liability insurance
- 5) Accept referrals from school district staff
- 6) Share student/client information with school staff as needed and with consent of the student/responsible guardian
- 7) Maintain and own records of students served
- 8) No consent will be necessary for advocacy and/or crisis counseling
- 9) Students receiving more than 3 sessions of individual advocacy and/or crisis counseling, consent will be obtained for ongoing counseling services
- 10) Conduct appropriate background checks to ensure that PAVSA staff are not legally restricted from performing duties of their job in a school setting
- 11) Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership
- 12) Provide training and seminars to Duluth school staff and students when warranted and on and ongoing/yearly basis
- 13) Ensure that meetings with advocates do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

- 14) Ensure that advocacy services do not interfere with students receiving federally mandated IEP services from Special Education staff.
- 15) Will review MOU with District designated staff yearly

Role of Duluth School District:

- 1) Meet with PAVSA administration staff to plan a system of delivery service
- 2) Provide PAVSA staff with appropriate meeting space
- 3) Inform school staff of PAVSA services available
- 4) Meet periodically with PAVSA administration or designated staff to review working relationship in order to address any concerns and promote an active partnership
- 5) When school staff send referrals to PAVSA, student identifying information will not be given until there is an in-person meeting
- 6) Will review MOU with PAVSA designated staff yearly

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 \$0.00 hourly and \$0.00 in total. This is a no cost agreement.

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: Jacob Laurent, 709 Portia Johnson Dr, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 32 E 1st St, Ste 200, Duluth, MN 55802.

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.

Arvo Niemi 41-1350021 9-19-23
 Contractor Signature SSN/Tax ID Number Date
J. Lavant 9-19-23
 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).

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

Imine Zunic
 Executive Dir. of Finance & Business Services

9/20/23
 Date

Memorandum of Understanding

between

Nystrom & Associates (NAL)

And

Duluth Public Schools – Denfeld High School

This Agreement is entered into between Duluth Public Schools – Denfeld High School (hereinafter referred to as “School”) and Nystrom & Associates (NAL), a mental health clinic that provides a wide range of mental health services (hereinafter referred to as “Provider”). The School and Provider are herein referred to collectively as the “Parties”.

In consideration of the mutual covenants and promises contained herein, including access to School property and premises and the relinquishing of certain legal rights and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Purpose of the Agreement

The parties have entered in this Agreement for the purpose of facilitating Provider’s delivery of mental health therapy and/or skills training to students of the School in a manner which minimizes the disruption of the students’ schedule because of the necessity of attending appointments with the Provider, which must be held during the school day. Also to address classroom behavior and promote discipline and students’ academic success, therapist to prevent and respond to crisis, support students’ social and emotional needs, identify and respond to serious mental health problems. Also to collaborate with community-based services so that students receive support in a comprehensive system of care.

Allowing Provider to access space in a School facility pursuant to the Agreement is not intended to, and shall not have the effect of, creating any legal relationship with the Provider other than that of licensee.

I. School Responsibilities

- A. **Access to a school site.** School agrees to allow Provider access to a space it has selected (hereinafter referred to as “Appointment Room”) in a school site for the purposes and under the circumstances described herein and subject to the limitations set forth herein. The School reserves the right to change the Appointment Room as circumstances require. The School will also have internet and phone service available for NAL staff.

- B. **Use of the Appointment Room.** During periods scheduled for an appointment by Provider, the School will make reasonable efforts to assure uninterrupted use of the Appointment Room by Provider and a student. Provider may post a "Do Not Disturb" sign on the door to the Appointment Room when it is being used pursuant to this agreement. The Appointment Room may be used by Provider solely for the purpose of conducting appointments Provider has scheduled with School students. No other use, legal or illegal, shall be permitted. Provider may utilize desks, chairs, chalk/white boards and other equipment located in the room during scheduled appointments but shall restore such equipment to its pre-appointment condition and location at the end of the appointment.
- C. **Referral Procedure.** School agrees to refer all students equally for school based mental health services following the agreed upon referral methods.
- D. **Marketing.** School agrees to allow Provider to market school based mental health services within the School, i.e. brochures in guidance office, physical presence at open house and conferences, posting on school website, as well as Provider being available to speak to parent groups about services as needed.
- E. **Primary Point of Contacts:** For resolution of administrative questions, contact the School Based Supervisors or the Child and Family Community Based Manager. NAL therapists will not be responsible for nor should be involved in resolving administrative matters with the School.

School Contacts:

Name: Heather Jarvis
Position: School Social Worker
Email: heather.jarvis@isd709.org

Name: Callie DeVriendt
Position: District Mental Health/Social Emotional Behavioral MTSS Coordinator
Email: callie.devriendt@isd709.org

Name: Tom Tusken
Position: Principal
Email: thomas.tusken@isd709.org

NAL Contacts:

Sophia Whims, LPCC
School Based Supervisor
Email: swhims@nystromcounseling.com

Jen Czischke, LICSW
School Based Supervisor
Email: jczischke@nystromcounseling.com

Kalene Haugen, LMFT
Child and Family Community Based Manager
Email: kahaugen@nystromcounseling.com

- F. **Solicitation.** The School will not solicit NAL employees for employment by the School or another Agency.

II. **NAL Responsibilities**

- A. **Proper Licensure.** NAL is responsible for ensuring that all mental health services as a result of this Agreement are provided by a mental health professional, clinical trainee, or intern under the supervision of a properly licensed mental health professional. NAL agrees to provide School with appropriate documentation of staff licenses and certifications as requested.
- B. **Background Checks.** NAL warrants that all NAL staff assigned to provide Services to, interact with, or come into contact with any School student receiving Services under this Agreement, have passed criminal background checks, including sexual exploitation in past employment. NAL agrees to conduct such background checks in accordance with NAL's background check policy. NAL also agrees to follow all policies of School requiring background checks be conducted through the School. Upon request from School, NAL shall verify that it has met this obligation by providing copies of all background checks completed by its employees and volunteers to the School.
- C. **Parental Consent.** Informed written consent from the students' parent or guardian must be obtained before NAL provides any service to a student within the School site under this Agreement.
- D. **School Permission.** NAL staff members providing the Services pursuant to the Agreement will only enter School property with permission of the school administrator.
- E. **Minimizing Disruption.** Meetings between NAL staff members providing the Services pursuant to this Agreement and students at the School shall be scheduled so as to minimize disruption to the student's daily routine and to the orderly functioning of the School.
- F. **District Policies.** Provider agrees that its use of the Appointment Room shall be subject to School and Building Policies regarding the use, possession or distribution of controlled substances, alcohol, and tobacco as well as prohibitions against the possession of guns and weapons. It is agreed that student conduct shall be subject to these policies and requirements notwithstanding student's presences with the Provider. Any violation of these policies must be reported to the site administrator. Provider acknowledges and agrees that the student code of conduct for the school site in which the Appointment Room is located will apply to the student while the student is in the Appointment Room and that violations of the code of conduct must be reported to the site Administrator.

III. Duration

- A. **Duration.** Except as provided in Paragraph B below, this Agreement shall be in effect beginning on 9/1/2023 and will automatically renew annually.
- B. **Termination.** This Agreement may be terminated, with or without cause, by either Party upon ninety (90) days' notice in writing to the other Party.

IV. Data Privacy

- A. NAL and School acknowledge that educational data created, gathered or maintained by the School is subject to the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act. The data created, gathered or maintained by NAL is subject to the requirements of HIPPA and the Minnesota Government Data Practices Act. NAL and School will not provide the other with information arising out of the respective relationships with the students and their parents or legal guardians, except pursuant to written and legally sufficient authorization by a student and the student's parent or legal guardian.
- B. **Governing Laws.** All data collected, received, maintained or disseminated for any purpose in the course of NAL's performance of this Agreement is governed by the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, or any other applicable Minnesota statutes and Minnesota rules, as well as Federal statutes and regulations related to data privacy. The Parties agree that this Agreement does not alter in any manner or degree a student's right of privacy in educational records generated by School.
- C. **Release Required.** The data created, gathered or maintained by NAL is subject to the requirements of HIPPA and the Minnesota Government Data Practices Act. NAL and School will not provide the other with information arising out of the respective relationships with the students and their parents or legal guardians, except pursuant to written and legally sufficient authorization by a student and the student's parent or legal guardian.
- D. **School Access to NAL Data.** Notwithstanding the requirements of Section V(B), NAL acknowledges and agrees that, as a service provider, it may be in possession or control of data which School is required to provide to the State of Minnesota in order to claim reimbursement for the services provided pursuant to this Agreement ("State Required Data"). Upon request from the School, NAL shall provide School with all State Required Data. State Required Data includes, but is not limited to, disciplinary data, attendance records, student contact by Mental Health Practitioners, and other data that the State of Minnesota may require a school district to provide to claim reimbursement and that School has specifically requested NAL to provide. All such information shall be provided in the format, and within the time period, identified in the applicable request from School.

V. Equal Employment Opportunity, Nondiscrimination and Civil Rights

NAL agrees to provide equal opportunity to all employees and applicants for employment in accordance with applicable laws, directive and rules and/or regulations of Federal, State and local governing bodies or agencies. NAL specifically agrees to comply with the Minnesota Human Rights Act, Minnesota Statute Chapter 363A, as amended.

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any or all applicable Federal and state law including, but not limited to, the Civil Rights Act of 1964 and Minnesota Statutes Chapter 363A, as amended.

VI. PAYMENT

NAL is responsible for obtaining its own funding. NAL may obtain funds through a combination of billing private insurance or parents of students who receive services, and grant funding available through Hennepin County, the State of Minnesota, and/or other public or private funding sources. The School will not make any direct payment to NAL for providing services to students.

VII. Data Privacy Ongoing Communication

School and NAL will check-in at a frequency agreed upon in the Shared Agreement completed by the current provider, supervisor, and school. Both NAL and School agree to report any issues related to this MOU, collaboration, or patient/student concerns as quickly as possible to the parties identified in this MOU for problem solving.

VIII. Mutual Indemnification Agreement

Each party ("Indemnifying Party") shall defend, indemnify and hold harmless the other party, and such other party's shareholders, members, officers, directors, employees or agents (collectively: the "Indemnified Party"), from and against any and all losses, claims, damages, liabilities, costs or expenses, including but not limited to reasonable attorneys' fees, and other costs and expenses reasonably incident to proceedings or investigations, or to the defense or settlement of any claim brought against the Indemnified Party, arising from the death of or physical injury to any person, or from the damage to any property, to the extent such death, injury or property damage is proximately caused by the negligence or willful misconduct of the Indemnifying Party or any of its shareholders, members, officers, directors, employees or agents. The foregoing notwithstanding, a party shall not be entitled to defense or indemnification hereunder against any losses, claims, damages, liabilities, costs or expenses resulting from such party's own negligence or willful misconduct or from the negligence or

willful misconduct of such party's own shareholders, members, officers, directors, employees or agents.

Signatures:

Authorization Signature (NAL)

Print Name (NAL)

Title (NAL)

Date

Simone Zurich

Authorization Signature (School)

Simone Zurich

Print Name (School)

Exec. Dir. Business Services

Title (School)

10/4/23

Date

AGREEMENT

THIS AGREEMENT, made and entered into this September 1, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, Lincoln Park Middle School, hereinafter called LPMS, and Conflict Resolution Center an independent contractor, hereinafter called Contractor or CRC.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2023 and shall remain in effect until June 30, 2024 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

I. BACKGROUND AND INTENT

This Agreement is between Independent School District #709, Conflict Resolution Center (CRC), and Lincoln Park Middle School (a school within ISD709, herein after referred to as LPMS).

WHEREAS, the sole purpose of this Agreement is to encourage cooperation between the CRC and LPMS and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, CRC desires to collaborate with LPMS to provide conflict resolution related supports, services, and programming such as conflict resolution curriculum, to students at LPMS.

WHEREAS, LPMS desires to supplement its capacity to provide conflict resolution supports, services, and programming for its students.

WHEREAS, LPMS recognizes that the independently owned and operated CRC has independent funding and staff available to provide conflict resolution related support, services, and programming to supplement LPMS' existing social emotional behavioral cultural learning and restorative practice work.

WHEREAS, LPMS would like to collaborate with CRC to integrate conflict resolution related support, services, and programming into its multi-tiered system of support framework.

THEREFORE, CRC and LPMS agree that it is in the best interest of students attending LPMS to enter into an understanding

II. ROLES AND RESPONSIBILITIES

Roles of CRC and Lincoln Park Middle School

It is understood that CRC and Lincoln Park Middle School staff must work together as a team to effectively meet the needs of LPMS students as it relates to conflict resolution and supplementing restorative practices. Both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Agreement, in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

Role of CRC

1. CRC will provide onsite support, services, and/or programming related to conflict resolution to students and staff at LPMS on regularly scheduled days and regularly scheduled times at LPMS as students are referred by LPMS staff to CRC.
2. CRC will be responsible for recruiting, hiring, training, and supervising qualified professionals to deliver the services offered by the organization.
3. Students who are referred to CRC by LPMS staff will be seen individually or in a group setting by CRC staff at LPMS in an appropriate setting for education groups according to established CRC policies and procedures. Services will be provided according to the school schedule and as planned in coordination with school staff.
4. CRC staff will participate in team meetings with school personnel as needed in order to provide debriefing and consultation services. These meetings will be scheduled according to the school schedule and in consultation with school staff.
5. Students who are served by CRC are subject to the same rights and responsibilities as individuals who are served by CRC in their facility or in the community.
6. CRC staff will periodically meet with identified school staff responsible for the coordination of services in order to plan a system of service delivery and review the working relationship in order to address any concerns or conflicts and to promote an active partnership taking into consideration the needs of CRC, and LPMS.
7. CRC will maintain appropriate professional liability insurance.
8. CRC will maintain and own case management records of students served.
9. CRC staff can share student/client information and records with appropriate and identified school staff as is consistent with its roles as mediators and the requirements to hold information confidential.
10. CRC staff will work with appropriate school staff to schedule meetings with students in order to minimize the impact on the student's academic schedule and that CRC services do not interfere with students receiving federally mandated IEP services from special education staff.

Role of Lincoln Park Middle School

1. LPMS staff will schedule and coordinate periodic meetings with CRC staff to plan service delivery and review the working relationship to address any concerns and promote an active partnership.
2. LPMS staff will assist in coordinating student meetings by notifying students of scheduled meetings and escorting them to the location of the scheduled meeting with CRC staff.
3. LPMS staff will develop and implement a system to refer students to CRC supports, services, or programming when appropriate as defined by the school.
4. LPMS will provide CRC staff with an appropriate meeting space for staff to meet with students as well as access to a telephone and internet connection.
5. LPMS will communicate with parents and/or guardians and obtain permission before making a referral to CRC staff.
6. With permission from the student's parent/guardian, LPMS staff will release relevant student data, including student name, demographic data, behavioral incident data, and academic schedule needed to coordinate student meetings and provide services.
7. LPMS staff will collect student information necessary for grant reporting and will share the information with CRC staff to meet grant reporting requirements.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of September 1, 2023 and will continue through June 30, 2024 unless either party provides written notice per the termination clause below.

Termination. Either party may terminate this Memorandum of Understanding by giving the other party one (1) month prior written notice.

Confidentiality. CRC and Lincoln Park Middle School agree that by virtue of entering into this Agreement they will have access to certain confidential and private information regarding the other party's operation related to this project as well as confidential and private student data.

CRC and LPMS agree that they will not at any time disclose confidential or private information and material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential and private information shall be considered a material breach of this Agreement. Where appropriate, client releases will be secured before confidential client information is exchanged.

Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Students may be referred to CRC education groups by identified members of LPMS staff according to established partnership agreements. LPMS staff will obtain written consents from parents/guardians and refer students to participate in CRC education groups. Students and parents/guardians will be made aware of the referral and may decline to participate with CRC services.

Data Collection. LPMS will be responsible for providing non-identifying student

data to CRC for grant reporting purposes. LPMS can provide identifying student information to CRC staff with written consent from parent/guardian in order to access CRC services.

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 \$0 hourly and \$0 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:Accounts Payable, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Center for Conflict Resolution 230 W. Superior St. Suite #200, Duluth, MN 55802

Notices. All notices to be given by CRC to LPMS shall be deemed to have been given by depositing the same in writing in the United States mail: Lincoln Park Middle School, Attn: Principal Brian Kazmierczak, 3215 W 3rd Street, Duluth, MN, 55806.

All notices to be given by Lincoln Park Middle School to CRC shall be deemed to have been given by depositing the same in writing in the United States mail to: Center for Conflict Resolution, Attn: Erica Backstrom, Duluth Program Director, 230 W. Superior St. Suite #200, Duluth, MN 55802.

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.

