

**DULUTH HARBOR CAMS
LINCOLN PARK MIDDLE SCHOOL
LEASE**

This Lease Agreement is between Duluth ISD 709 (LESSOR) and Dennis O'Hara, , (LESSEE) acting for the benefit of the Duluth Harbor Cams.

WHEREAS, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. **Leased Premises.** LESSOR grants and LESSEE accepts the use of the following Leased Premises as a location for one camera to be installed to be used for viewing by boat watchers, weather reporting, and authorized citizens who have the proper credentials to view the camera.
 - 1.1. A designated area located on the roof of the Lincoln Park Middle School
 - 1.2. Site Address: 3215 W 3rd St, Duluth MN 55806
 - 1.3. **Term.** This Lease Agreement is for a term of Five (5) Years, commencing on January 1, 2023 and continuing through December 31, 2028.
2. **Rent.** LESSEE & LESSOR have agreed upon a no cost MOU.
3. **Duties of LESSOR.**
 - 3.1 LESSOR shall provide LESSEE with access to the Leased Premises with reasonable notice when site is staffed during normal work days.
 - 3.2 LESSOR shall provide LESSEE with electrical and internet service to operate the camera equipment.
4. **Duties of LESSEE.**
 - 4.1 LESSEE shall pay for the cost of any necessary electrical or internet required equipment and its installation.
 - 4.2 LESSEE shall maintain the Leased Premises in reasonably good condition and state of repair during its tenancy.
 - 4.3 LESSEE shall surrender the Leased Premises to LESSOR upon termination in the condition it was in at the start of LESSEE's tenancy, except for reasonable wear and damage by the elements.
 - 4.4 LESSEE shall be responsible for any repairs to the Leased Premises caused by removal of its monitoring equipment at termination of this Agreement.
5. **Liability.** LESSEE shall be liable for injury to or loss of property or personal injury or death caused by an act or omission of an employee of LESSEE in the performance of this contract, under circumstances where LESSEE, if a private person, would be liable to the claimant in accordance with Minn. Stat. §3.736. Nothing in this Agreement is


intended to be construed as a waiver of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other law, legislative or judicial, limiting governmental liability.

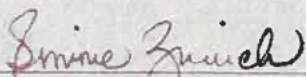
6. **Termination.** Either party for any reason may terminate this Agreement at any time upon giving thirty (30) days prior written notice of termination to the other party.
7. **Compliance with Other Laws.** This Agreement does not authorize any noncompliance with applicable local, state and federal laws, rules or ordinances.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:

DULUTH INDEPENDENT SCHOOL DISTRICT 709

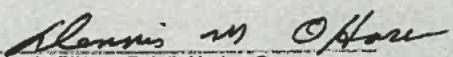
 1/23/23
Dave Spooner, Manager of Facilities

 1/23/23
Simone Zurich, Exec. Dir. of Finance & Business Services

Lessor certifies that the appropriate person(s) have executed the Lease on behalf of Lessor as required by applicable articles, bylaws, resolutions or ordinances.

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. § 16A.15. and 16C.05

 1/23/23
Dennis O'Hara, Duluth Harbor Cams

**MEMORANDUM OF UNDERSTANDING
BETWEEN THERAPEUTIC SERVICES AGENCY AND DULUTH SCHOOL DISTRICT, ISD #709**

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between the Therapeutic Services Agency, a community mental health provider, and the Duluth Public Schools, Independent School District (ISD) #709;

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between the Therapeutic Services Agency and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to provide a quality, comprehensive education to each student by further enhancing the mental health services available on site at its schools;

WHEREAS, the Therapeutic Services Agency, desires to extend specialized mental health therapy services to Duluth school buildings by mental health professionals to support students who are deaf or hard of hearing;

THEREFORE, the Therapeutic Services Agency and Duluth Public School District agree that it is in the best interest of deaf and hard of hearing students and their families to enter into this Memorandum of Understanding;

This Memorandum of Understanding is to enable and structure the collaboration between the Therapeutic Services Agency and Duluth Public School District ISD #709 in its implementation of creating educational successes for deaf and hard of hearing students by providing quality, culturally appropriate therapeutic services to students with unmet mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of Therapeutic Services Agency and Duluth Public School District

It is understood that Therapeutic Services Agency and Duluth Public School District staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties to communicate any cause or concern pertaining to any and all items that affect the overall success of the Memorandum of Understanding in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Therapeutic Services Agency

Students served by Therapeutic Services Agency are clients of this organization and subject to the same rights and responsibilities as clients served in the organization's clinic settings.

Therapeutic Services Agency will:

1. Meet with Duluth schools administration staff to plan a system of mental health service delivery.
2. Locate therapist(s) at Duluth schools in order to provide mental health services.
3. Employ and be responsible for its therapists placed at Duluth Public Schools.
4. Maintain appropriate professional liability insurance.
5. Accept mental health referrals for deaf and hard of hearing students from school district staff.
6. Share student/client information with school staff as needed and with the consent of the student/guardian.
7. Obtain parental permission to provide mental health services.

8. Maintain and own mental health records of students served.
9. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. Duluth Public School District shall not be responsible for the cost of services delivered by the Therapeutic Services Agency.
10. Meet periodically with Duluth Public Schools administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
11. Therapists will make every effort to avoid academic scheduling conflicts for students without administrative permission when possible.
12. Therapists will work with school staff to develop a schedule in effort to not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of Duluth Public School District

1. Meet with Therapeutic Services Agency administrative staff to plan a system of mental health service delivery.
2. Provide Therapeutic Services Agency therapist/s with appropriate and private office space.
3. Inform school staff of the Therapeutic Services Agencies' services available and work with the Therapeutic Services Agency staff to develop a system to identify and refer deaf and hard of hearing students that may be in need of mental health services. Such referrals shall not in any way be construed to create financial responsibility for service delivered by the Therapeutic Services Agency.
4. Meet periodically with Therapeutic Services Agency administration/therapists to review the working relationship in order to address any concerns and promote an active partnership.

III. GENERAL TERMS

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 the 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, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

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.

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.

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: Anthony Bonds/Assistant Superintendent, 215 North 1st Avenue East,
Duluth, MN 55802.

4316 Rice Lake Rd. 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 Jacqlyn Davoll 220 Railroad St. SE, Pine City, MN 55063.

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.

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

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. (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.

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.

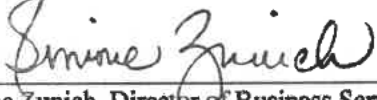
Terms. This Memorandum of Understanding will begin effective the date of 12-25-2022 and will continue ongoing unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party two (2) months prior written notice.

Confidentiality. Therapeutic Services Agency and Duluth Public School District agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Therapeutic Services Agency and Duluth Public School District agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential 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.

Signed: 
Therapeutic Services Agency

Date: 12/28/2020

Signed: 
Simone Zurich, Director of Business Services

Date: 1/6/23

**True North AmeriCorps
Partner Site Agreement
Service Term 2022-2023**



Partner Site: ISD 709 Duluth Public Schools Stowe Elementary Laura MacArthur Elementary	Number of Members and Hours Awarded	
	35 Hours/Week: <i>1 Stowe, 1 Laura Mac</i>	18 Hours/Week:
	25 Hours/Week: <i>1 Stowe, 1 Laura Mac</i>	14 Hours/Week:
Partner Site Lead Contact Name: Callie DeVriendt (District) Jessa Cook (Stowe) Jim Erickson (Laura MacArthur)	Email: callie.devriendt@isd709.org jessica.cook@isd709.org James.Erickson@isd709.org	
Site Supervisor Name(s): Michaela Sperl (Stowe) Jim Erickson (Laura MacArthur)	Email(s): michaela.sperl@isd709.org James.Erickson@isd709.org	

This Agreement is between True North AmeriCorps (hereafter referred to as the "Program" or "TNAC") and the agency listed above (hereafter referred to as the "Partner Site" or "Site"). Through this agreement, the program will assign AmeriCorps member(s) (hereafter referred to as "Member") to the Partner Site for the purpose of enhancing students' social emotional learning (SEL) skills through individualized support and academic enrichment. A program of the Duluth Area Family YMCA, TNAC partners with schools, nonprofits, and community agencies to enhance long term education equity outcomes.

**THIS AGREEMENT MUST BE SIGNED AND RETURNED
PRIOR TO MEMBER START DATE**

ATTN: Alice Werle, TNAC Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: awerle@duluthymca.org

KEY ROLES:

- **AmeriCorps** (formerly Corporation for National and Community Service or CNCS) is the independent federal agency responsible for the coordination and granting of National Service and AmeriCorps dollars. AmeriCorps brings people together to tackle the country's most pressing challenges relating to education, poverty, environment, and equity. www.americorps.gov
- **ServeMinnesota** is the State Commission for National Service that directly oversees True North AmeriCorps. ServeMinnesota staff carry out high level program oversight, compliance, and obtain regular reports from the program www.serveminnesota.org
- **True North AmeriCorps (TNAC or the program)** is an AmeriCorps State program hosted by the Duluth Area Family YMCA. TNAC staff are responsible for member management including on-boarding, training, and termination; site management; reporting; and maintaining compliance with all AmeriCorps regulations.
- **Duluth Area Family YMCA (The Y)** is the organizational host for the TNAC program and responsible for all program management. The Y sets member safety and personnel policies, issues invoices and manages cash match payments, and distributes member benefits. duluthymca.org
- **Partner Site** Provides both the location and support for True North AmeriCorps members. Partner Sites provide direct supervision and coaching for the members as well as space for members to perform their service. Must hold nonprofit, school, or government status.

- **Lead Contact** Generally the School Principal or Executive Director, this is the person authorized to make financial commitments on behalf of the organization and is responsible for signing the Partner Site Agreement. The Lead Contact is the primary person for partner site agreement, cash match invoices, and other items.
- **Site Supervisor** A staff of the Partner Site who provides the most direct supervision and support to the member and generally serves as the program's main point of contact during the service term. The Site Supervisor oversees and directs day-to-day activities including initial training, hosts regular member check ins, documents time spent supporting members, attends TNAC supervisor training, provides access to data, and approves member timesheets.
- **True North AmeriCorps Member (TNAC Member or Member)** An individual who commits to providing direct service to the community while hosted and supervised by the Partner Site. The Member is not an employee, intern, or volunteer of the Partner Site, but rather a participant of a National Service program serving the community through their site.

PLEASE NOTE: *Placement of True North AmeriCorps members for the 2022-2023 year is dependent on joint member recruitment efforts with the site. Completing the RFP and signing this agreement does not guarantee placement of a member.*

PARTNER SITE RESPONSIBILITIES

Partner Sites agree to take on a variety of responsibilities when they are selected to host a True North AmeriCorps member. It is essential the Partner Site is willing and able to dedicate staff time and resources to the program. TNAC staff support Partner Sites in meeting the expectations and goals of the program. The Partner Site agrees to meet the following requirements to maintain a positive status with the Program. A positive status does not guarantee continued participation or member placement.

COMMUNICATION AND DOCUMENTATION

- 1) **Program Information.** The Partner Site is responsible for tracking, archiving, communicating, and following through on information presented at site visits, site supervisor meetings, and additional information shared by the Program. Email is the Program's primary method of communication.
 - a. It is critical that the Site Supervisor and Member have regular email access.
- 2) **Contact Information.** The Partner Site will inform the Program of any changes in the leadership of the Partner Site including but not limited to the Site Supervisor and the Lead Contact. The Partner Site will immediately provide updated contact information including email and phone number should a change occur.
- 3) **Documentation.** The Partner Site will maintain records, make reports, and submit all relevant documents required by the Program concerning matters involving the Member or the Program. This includes, but is not limited to, email, meeting notes, and other correspondence that may aid in the investigation of the Member's service and completion or termination. Member-related records will be maintained and accessible for a minimum five years after the member has been exited.
- 4) **Site Supervisor.** The Partner Site must assign a Site Supervisor to provide regular, direct support to their Member. Site Supervisors must complete a background check; attend the Program's annual orientation and trainings; review and approve Member timesheets and documentation in a timely manner; participate fully as a partner of the Program by attending meetings, special events, displaying the AmeriCorps signage, promoting AmeriCorps through program and site public relations, and other activities as appropriate.
- 5) **Pandemic Operations Plan.** Prior to member placement, True North AmeriCorps partner sites are required to have a pandemic operations plan. This plan must align with MDH and CDC guidelines and include details of how members, staff, and students will be kept safe. This should include

guidelines for people exposed to, showing symptoms of, or waiting for COVID test results, sanitizing procedures, social distancing procedures, and how this information is communicated to others.

MEMBER MANAGEMENT AND COMPLIANCE

Recruitment. The Partner Site is responsible for taking an active role alongside the Program in member recruitment. The Partner Site is expected to share recruitment materials with its networks. The Partner Site will abide by the following nondiscrimination policies when interviewing, selecting, and supervising the Member.

- Provide equal opportunities without regard to factors such as race; color; national origin; sex; sexual orientation; gender identity; religion or beliefs; age; disability; political affiliation; marital or parental status; military service; or religious, community, or social affiliations.
- The Program is dedicated to recruiting and maintaining qualified individuals with disabilities and those from diverse backgrounds.
- Reasonable accommodations must be made available to all qualified applicants upon request.
- The Program aims to have year-round positions filled at the start of the service term, but will continue to recruit and onboard full year members through early spring.

Member Selection The Partner Site agrees to work jointly with TNAC staff to select and place True North AmeriCorps members at their site. *The Program reserves the right to make the final decision regarding the selection and placement of AmeriCorps members.*

- All applicants MUST complete an online application www.truenorthamericorps.org/apply and an initial screening with the Program before they are eligible for selection.
 - **Members may not begin accruing hours until they have fully completed the Program’s enrollment process.** The Program will notify the Site of the Member’s official site start date.
- Partner Sites that have elected to have their member assigned will not be required to complete the interview process outlined below, but will have the opportunity to view the members’ application and references as well as voice any concerns.
- **Interview Process**

TNAC	Reviews applications and completes member screening to ensure the candidate meets minimum qualifications and is able to fulfill the essential functions.
TNAC	Contacts the Site Supervisor with applicant information and references
SITE	Schedules an interview with the candidate within <i>1-2 business days</i> of receiving candidate information from TNAC
SITE	Interview candidate using <u>mandatory interview questions</u> and reviewing specific position/site information.
SITE	Notifies the Program in a timely manner (1-2 business days) if they believe the candidate will be a good fit for their organization and position.
TNAC	Approves the Site to offer the position to the candidate.
SITE	Offers position to candidate, notifies the Program of acceptance or rejection.
TNAC	Upon member acceptance initiates the pre-enrollment process. Informs Site and Member of official start and end dates.

On-Site Training and Support The Site Supervisor is responsible for providing initial and ongoing site-specific support to the True North AmeriCorps Member including but not limited to the following:

- **Site Supervisor:** The Partner Site must designate a staff person(s) to be the Site Supervisor, who will provide programmatic support and supervision to the AmeriCorps member(s). This individual must be designated before a member can be placed at the site.

- The Partner Site must allow sufficient time for Site Supervisors to fulfill their Program responsibilities, including attending required Program training and scheduled meetings.
 - If the designated Site Supervisor is not able to complete the program term (e.g., they take a leave of absence from their position at the site), the Partner Site is required to designate someone to be the Site Supervisor for the remainder of the program term.
- **Site Orientation:** Provide the Member with an initial orientation to the Partner Site including mission and goals, structure, expectations, space, staff introductions, resources for support, personnel policies, and procedures including emergency procedures in the event of a natural or manmade disaster. Use the provided Member Onboarding Checklist to ensure you are prepared.
 - Involve the Member in all appropriate staff meetings, retreats, and training events.
 - Complete/submit the Expectations and Obligations Form in the member's first week.
 - Sites will ensure members are adequately trained in youth supervision and safety.
 - Sites will provide members with safety training on any chemical cleaners or other products the member will be asked to use.
- **Weekly Schedule and Timesheet Approval:** Develop the Member's weekly schedule, allow time during the "work week" for on-site AmeriCorps related research, reporting and evaluative activities. Be aware of required off-site training and development meetings as scheduled by the Program, and other relevant meetings or activities.
 - **Maintain documentation of the Member's service hours including date, times in and out, and general activities.** These records will be used when approving or rejecting member timesheets in OnCorps twice monthly and submitted upon request.
 - The Site Supervisor and Member will use OnCorps to regularly monitor the Member's hours/week needed ensuring it stays close to target and adjusting the schedule accordingly
 - *Failure to approve member timesheets in a timely manner may result in the member's living allowance being withheld until timesheets are approved.*
- **Supervision:** Provide daily support and general supervision of the member. Hold regularly scheduled check in meetings minimum of twice per month. Check-in meeting agendas should include hours and required AmeriCorps items such as data collection as well as member challenges and successes this time must be documented by the Supervisor in OnCorps as in-kind hours.
 - The Supervisor must observe the member interacting with youth at least once per quarter to provide feedback and recommendations using positive youth development practices.
- **Performance management:** Set clear expectations for the member at the beginning of the term, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.
 - Work with Program Staff if disciplinary action is needed. Members are expected to adhere to site policies regarding issues such as confidentiality, safety, dress code, attendance, etc.
 - The Partner Site does not have the authority to terminate a member. The Partner Site must document issues and contact Program Staff to implement the performance management procedure as outlined in the Program handbook.
 - The Supervisor will retain documentation of any performance concerns.
 - The Site Supervisor will complete a mid and end-of-term member performance evaluation.
 - The Site Supervisor, Member, and Program staff will meet twice per term for Site Visits.

Service Activities and Member Role The Site Supervisor is responsible for developing and monitoring the daily service activities of the Member and ensuring their role meets the goals of the Program and align with the member essential functions. Keep in mind that at no time should an AmeriCorps Member displace/replace an employee, position, or volunteer.

- **Member Essential Functions:**

- Builds positive and healthy relationships with youth at site
 - Maintains emotionally and physically safe environment for students
 - Uses youth development best practices to plan and lead enrichment programming
 - Coordinates and delivers formal and informal activities, lessons, and “teachable moments” to build targeted social emotional learning skills for identified youth
 - Regularly tracks caseload attendance and progress. Administer surveys and other data collection, reviews results with site supervisors to develop intervention plans and goals
 - Maintains data entry including weekly and monthly reports using online databases
 - Recruits, screens, trains, and documents the impact of program volunteers
 - Develops and implements projects to engage youth in service learning and leadership
 - Fosters an inclusive environment appreciative of differences. Meaningfully participates in and leads efforts to support the Y’s commitment to equity and diversity.
 - Supports the community’s ability to navigate COVID-19 through activities like food distribution, cleaning and sanitizing, distance learning, or virtual programming
 - Communicates regularly and effectively with True North staff, on Site Supervisor, and other site personnel via phone, email, online systems, and verbal interactions
 - Participates in all required True North AmeriCorps meetings and trainings including initial and ongoing training provided in person, online, and via independent assignments
- **Service Activities** should provide the Member with a meaningful and unique role within their site, allowing for leadership development over time and primarily benefiting youth in the community.
- Activities must align with the Essential Functions of the position and be in compliance with all Program regulations as outlined in this agreement and provided by the Program including non-displacement and non-duplication.
 - **AmeriCorps members may not count in sites’ staff to student ratios**
 - The Member will not engage in ongoing administrative duties, such as filing, copying, mailing unless these activities are directly related to the approved Member service activities.
 - The Partner Site must notify the Program immediately of concerns that the member is not meeting the Essential Functions of the position with or without accommodations. The Program will work with the Site to provide reasonable accommodations when applicable.
 - Generally individuals other than the Site Supervisor should not assign tasks to Members unless they have received training from Program Staff.
- **Fundraising Activities** Members may not engage in nor conduct any fundraising activities that support the Partner Site's general operating expenses, including financial campaigns, endowment drives, solicitation of gifts and bequests, and grant writing. Members may spend no more than 10% of their service performing fundraising activities. Fundraising is limited to direct support of program activities.
- **Safety & Field Trips** The Member will not engage in activities that pose a significant safety risk to themselves or others or activities which they do not feel reasonably safe performing including but not limited to the following:
- The Site Supervisor is responsible for ensuring a safe environment and safe activities for the member. The site must provide training on site-specific activities to mitigate risk of injury.
 - Members should never be the only adult present when off site with students.
 - Members may not participate in out-of-state or overnight field trips without prior written approval from the Program Director.
 - Members may not attend field trips that include youth swimming or playing in bodies of water if a lifeguard is not present.
 - Members may not ice skate during service hours. They may attend ice skating field trips and support student supervision off ice or on the ice not wearing skates.
 - If a member ever feels unsafe on site for any reason they have the right to leave the service site and contact program staff who will do an investigation of the circumstances. If the partner site is deemed to be unsafe the member will be re-assigned, the partner site will receive no refund for any cash match paid.

- **Caseloads** TNAC members are expected to maintain and track a caseload of 20-30 unduplicated K-8 students at their site. In order to see positive outcomes, members are expected to meet with caseloads about 30 minutes per week with 30+ intervention sessions over their service term.
 - **Eligibility** The Site Supervisor will identify participants for the Member's caseload using historical knowledge, referrals, and/or registration materials. Eligible youth must possess all of the following factors:
 - Be in grades K-8
 - Regularly attend the program (30 interventions reasonable goal)
 - Have evaluation consent (through program site)AND one or more of the following:
 - Be identified as needing additional support socially, emotionally, academically or behaviorally by a teacher, guardian, social worker, or program staff
 - Qualify for free or reduced lunch
 - **Interventions** include positive relationship building activities, social emotional learning skill building, and academic enrichment programming.
 - In accordance with the Y's Policies, members may not have planned 1:1 interactions with youth in spaces not easily observed or interrupted by other site personnel.
 - In rare cases, due to the nature of programming at some sites, members may be unable to identify a caseload. In this case, members are still expected to fulfill the essential functions of their position, this may include the facilitation of one time or sporadic community and/or family-focused programming that engages the community at large in SEL concepts.
- **Civic Engagement** The Site Supervisor will encourage Member efforts to work collaboratively with other Members, Partner Sites, or youth serving agencies to address youth needs in the community. Members will be given leadership opportunities as appropriate to their service.
 - Full year members will be asked to facilitate a youth-led service learning project in the spring for Global Youth Service day. This may be built into their regular caseload intervention activities or be separate.
- **Service Environment** The Partner Site and Site Supervisor agree to maintain a safe service environment including adequate training on health and safety procedures specific to the Site, in addition to the following:
 - Maintain an environment in which the Member may feel valued and respected.
 - Maintain a service environment free from sexual or other kinds of harassment.
 - Provide materials and a reasonable work space for the member to fulfill their responsibilities including desk space, a computer, office supplies, access to a printer and a phone
 - The Partner Site will follow the guidelines of the Drug Free Workplace Act and all local and federal employee safety laws.
- **Identifying as AmeriCorps Site** Partner Sites will ensure effective relevant communication about the AmeriCorps program, Member role, and AmeriCorps restrictions to other staff, volunteers, board members, and/or the broader community. This includes but is not limited to:
 - Prominently display AmeriCorps signage within public view and post the Prohibited Activities list within regular view of the Member and Site Supervisor.
 - Support Member in wearing AmeriCorps gear/logo regularly if not daily.
 - Remind Member to identify as an AmeriCorps Member during their service such as within an email signature and on name tags in place of a "job title"

Data Sharing and Collection Partner Sites are required to assist Members with effective data collection and storage. *Specific data procedures will be provided to the Member and Site Supervisor by the Program.*

- You are responsible for collecting and retaining evaluation consent from the students' legal guardians. You can send a separate consent form, such as this one, or we can work with you to develop one specifically for your site.
- **Support** The Site Supervisor will assist the Member with data collection, including but not limited to providing access to student records or registration forms, observational recording, the administration of surveys, and the accurate recording of service time including intervention sessions and youth progress, volunteer mobilization including number of volunteers and hours; and service projects.
 - The Member will be provided with access to participant data including demographics for reporting purposes and other relevant information needed
 - Supervisors will provide time and resources including computer and internet access during the members normally scheduled hours to collect and analyze data.
 - The Member may assist in other Partner Site data collection as relevant to their position and/or the Site continuous improvement.
- **Types of Data** The member will be asked to collect and report the following data:
 - Caseload student demographics including name, gender, race/ethnicity, birthday, grade, free/reduced price lunch status
 - Number of times & amount of time the member meets with each youth weekly
 - Types of interventions the member provides for each student
 - Student's SEL competencies measured by DESSA pre, mid, and post
 - Student goals and progress
 - Number of meals distributed for food security efforts (if relevant)
 - Number of volunteers mobilized and total hours served (if relevant)
- **Consent** Partner Site will include True North AmeriCorps on data collection consent forms signed by guardians at start of service term or will send home additional data consent forms.
 - The Site is responsible for maintaining appropriate data collection consent, signed by a parent or guardian, for every student on file before any collection begins.
 - The Partner Site will provide a reasonable amount of information to the participants' parents/guardians regarding the Program purpose and Member service activities.
 - Provide the member with access to participant data including demographics (race, gender, age, socioeconomic status)
- **Confidentiality and Storage** The Partner Site will ensure Members are aware of and comply with all organizational confidentiality policies, best practices, and legal requirements including providing the member with a safe place to store information.

Additional Compliance

- **Injury and Concerns** Notify the Program immediately of any problems or concerns with the Member or their service. Resources are available to assist in resolving such challenges.
 - Report any injuries the Member obtains while serving to the Program Director within 24 hours. Sites must use the Y's Incident Report and First Report of Injury
- **Member Removal** If, for any reason, the Member withdraws or is released from the Partner Site or the Program, there exists no guarantee of the assignment of another member.
 - The Program reserves the right to remove the Member from the Partner Site in the event of non-compliance with this agreement, insurmountable challenges between the Member and Site, or other significant reasons as deemed appropriate by YMCA HR.
 - Members must be released to aid in relief efforts related to natural or man-made disasters at the direction of Program staff.

- **Financial Compensation** The Partner Site may not provide the Member with monetary compensation, beyond the living allowance provided by the Program, for AmeriCorps service hours.
 - The Partner Site is generally prohibited from employing the member during their service.
 - With written pre-approval from the Program Director, the site may employ and compensate the Member for hours beyond their AmeriCorps service only if the duties performed are entirely separate in nature and do not overlap with service time.

D. REQUIRED YMCA AND FEDERAL AMERICORPS POLICIES

YMCA Child Abuse Prevention Policy: The Site Supervisor must ensure member activities are compliant with all site child protection policies in addition to the Y's Child Abuse Prevention policies and procedures as partially outlined below, in full within the Supervisor Handbook, and [linked here](#). For questions or further information contact Cheryl Podtburg Duluth Area Family YMCA Risk & Safety Manager cpodtburg@duluthymca.org 218-722-4745 x 115

- **Physical Contact Policy** Any inappropriate physical contact by TNAC members towards program participants will result in disciplinary action, up to and including termination.
 - ***The use of physical restraints by TNAC members is strictly prohibited.** If a member believes a youth is at risk of hurting themselves or others, measures should be taken to remove others, relocate to a safe space away from violence, notify supervisors, and determine what additional help is required. *Training in physical restraints obtained from outside organizations including the Partner Site are not accepted.*
- **Verbal Interactions** Members are prohibited from speaking to youth in a way that is, or could be construed as harsh, coercive, threatening, intimidating, shaming, derogatory, demeaning, or humiliating. Members must not conduct sexually oriented conversations with or around youth.
- **One-on-One Interaction** TNAC members are prohibited from private one-on-one interactions with youth. In situations where one-on-one interactions are unavoidable, members should observe the following guidelines to manage the risk of abuse or false allegations of abuse:

Guidelines for One-on-One Interactions

- Always move to a public place where you are in full view of others.
- Avoid physical contact that can be misinterpreted.
- If meeting in a room or office, leave the door open or move to an area that can be easily observed by others passing by.
- Inform other adults you are alone with a youth and ask them to drop in.
- Document and immediately report any unusual incidents, including disclosures of abuse or maltreatment, behavior problems and how they were handled, injuries, or any interactions that might be misinterpreted.
- Inform your supervisor any time that you are in a one-on-one situation with a participant.

- **Electronic Communication** Any private electronic communication between Members and youth, including the use of social networking websites like – Facebook, Instagram, Snapchat, instant messaging, texting, online gaming sites, etc. – is prohibited. All communication between members and youth must be able to be monitored by others, i.e. parents, care-givers, supervisors, co-workers.
 - Electronic communication initiated by a youth participant to a member should be immediately redirected to approved, transparent and monitored channels. Members should notify their supervisor of any youth-initiated private communication via electronic means immediately. TNAC members are accountable to be fully knowledgeable of social media policies and follow them at all times.
- **Cell Phones** While serving youth, Members are generally not permitted to use electronic communications devices including internet use, text messaging and/or emailing pictures. Personal communication/cell phone use during service is prohibited outside of member breaks. Use of personal electronic devices to contact (via voice, text, or pictures/video) program participants for personal and/or inappropriate reasons shall be grounds for termination.
 - Occasions in which Members will need to use personal or organizational issued communication devices include: field trips, on-site essential communication, off-site programs, and in the case of emergencies. In these cases, use must be public and should be limited to necessary contacts only.

- **Gift Giving** Members should not give gifts to non-relative youth participants. If a member wishes to do something to support a particular youth or family, they should contact the Risk & Safety Manager to determine the best course of action. If a member wishes to purchase something for an entire group of children, they should contact their supervisor to determine the best course of action.
- **Babysitting** TNAC members are strongly discouraged from providing babysitting services to participants they have met through their service. While it cannot be prohibited, the following policies must be followed:
 - Members are prohibited from soliciting, advertising or in any way offering personal babysitting or related services to any program participant during service hours.
 - Members are prohibited from transporting children to or from Y, Partner Site, or other TNAC programs, in personal, babysitting, or 1:1 situations
 - Prior to babysitting for any family, members must notify the Program Director.
- **Overnight Activities** As a general rule, the Y does not allow overnight travel or trips. If there is a desire to run an overnight event with TNAC support (such as a lock in), the Site Supervisor must contact the TNAC Program Director. Any overnight activities will need to be approved by the Y's Risk and Safety Manager.

YMCA Driving Policies True North AmeriCorps members may be asked to drive as part of their service role. A Partner Site that anticipates having the member drive must inform the program in advance and abide by the policies listed below. *A partner site may not require the member to drive in situations in which they do not feel safe doing so.*

- All Members driving for TNAC service purposes must possess a current valid driver's license and their driving record must meet the qualifications of the Y's insurance carrier. It is the responsibility of every individual operating a Y association vehicle, partner site vehicle, or their own vehicle for TNAC service purposes to drive safely and obey all traffic, vehicle, safety and parking laws and regulations.
- **Prior to driving a Y or Partner Site Vehicle TNAC Members:** Complete a Motor Vehicle Report Background Check; Review and sign the "YMCA Driver Safety Agreement;" Submit a copy of valid driver's license to YMCA HR; Complete the West Bend Defensive Driving course
 - Y Vehicles may not be used for personal purposes. Members placed at non-Y sites may contact the TNAC Program Director to reserve Y vehicles for TNAC service-related purposes.
 - Partner Sites providing vehicles for members to drive must ensure the member has completed the steps above, feels comfortable driving the vehicle, and that the vehicle meets Minnesota requirements for safety, licensing, and insurance.
- **Legal Responsibilities:** The member is responsible for all speeding, parking, and driving related tickets and citations received while operating YMCA owned vehicles. Any tickets or citations received by the Y, other than those related to maintenance, will be submitted to the member who operated the vehicle at the time. While driving for TNAC service-related business members are expected to follow posted speed limits, practice defensive driving, wear seat belts, and take a sufficient number of driving breaks. Members may not use cell phones or smoke while operating a Y vehicle
- **Personal Vehicles:** In some instances it may be necessary for a TNAC member to drive their personal vehicle for the purpose of TNAC service-related activities. Members must maintain personal auto liability insurance aligning with Minnesota regulations. The Y is not responsible for any damages or fines incurred while conducting business in a personal vehicle.
 - **Members may not transport children or volunteers/staff under 18 in their personal vehicle for any reason.**
 - Partner Sites requiring Members to use their personal vehicle must provide mileage reimbursement for service-related driving 50 miles or greater from the Member's service site. Mileage may not be provided for
- **Transporting Kids:** TNAC Members may transport participants to and from programs and activities. Therefore, the following guidelines and policies apply:

- Authorized transportation should only happen in approved YMCA or Partner Site vehicles. Members are never to transport children in their personal vehicles.
 - Members are never allowed to transport youth in a one-on-one situation.
 - Members must follow the Transportation Best Practices listed below.
- **Transportation Best Practices**
 - Require written permission from the primary caregiver for all youth on the trip. Take a copy of these permission forms and medical releases with them on the trip.
 - Require a roster of the youth on the trip. Use this roster to take attendance when boarding the vehicle, when leaving the vehicle, and periodically throughout the trip.
 - Have an additional adult besides the driver whenever possible. Additional adults should sit in seats that permit maximum supervision.
 - When possible, higher risk youth are seated by themselves or near the adult.
 - Drivers are not allowed to make unauthorized stops.
 - Where applicable, document the beginning and ending time of the trip and the mileage, names of the youth being transported, and the destination.
 - Any unusual occurrences should be documented by using an incident report.

Federal Policy: Prohibited Activities

The Partner Site will ensure the AmeriCorps members do 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.

- (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 this section, unless AmeriCorps assistance is not used to support those religious activities; and
- (9) Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- (10) Providing abortion services or referrals for receipt of such services; and
- (11) 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. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

- (12) Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities.
- (13) Such other activities as AmeriCorps may prohibit.

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-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

Federal Policies: Supplantation, Non-Duplication and Non-Displacement The following policies outline restrictions that govern the use of AmeriCorps assistance.

A. Supplantation:

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

B. Non-Duplication:

AmeriCorps 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, AmeriCorps 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 AmeriCorps assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps 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 AmeriCorps 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 TNAC and the Y do 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 Program Staff.

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

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

Duluth Area Family YMCA

302 W 1st St Duluth, MN 55802

Kayla Martin, HR Manager, kmartin@duluthymca.org

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

The Y make every effort to ensure that its partner agencies have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their Site Supervisor, site contact, and/or 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. We 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 they have 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 Program Staff.

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

CIVIL RIGHTS AND NON-HARASSMENT

AmeriCorps has zero tolerance for the harassment of any individual or group of individuals for any reason. AmeriCorps is committed to treating all persons with dignity and respect. AmeriCorps prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from AmeriCorps, must be free from all forms of harassment. Whether in AmeriCorps offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any AmeriCorps employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

AmeriCorps does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a AmeriCorps employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

Supervisors and managers of AmeriCorps programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, must immediately take swift and appropriate action. AmeriCorps will not tolerate retaliation against a person who raises harassment concerns in good faith. Any AmeriCorps employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from AmeriCorps and all other Federal agencies.

Any person who believes they have been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any AmeriCorps program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). OCRI may be reached at (202)606-7503, (202)606-3472 (TTY), eo@cns.gov or www.nationalservice.gov.

DIVERSITY EQUITY AND INCLUSION

True North AmeriCorps and the Y values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible differences present without our Program. We believe we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity.

By agreeing to be a Partner Site, you are committing to join our Program in this continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by 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 TNAC and the Partner Site could be terminated.

E. SITE FINANCIAL RESPONSIBILITY: CASH MATCH

The Partner Site is responsible for paying a Cash Match for each position with a placed Member. Cash Match is used to secure federal AmeriCorps funding and makes up the majority of the Program's budget. The Y will send an invoice to the Partner Site Lead Contact via email. Failure to pay the cash match in a timely manner may result in the Program reassigning the Member and/or negatively impact future site selection. Payments not submitted within 30 days of invoice being sent will accrue an additional charge of \$50 for each 30 day period unpaid.

Sites hosting Full Year or School Year Only members will receive 2 invoices - half the amount in November and half in February. Summer-only sites, or those with a member placed after February will receive an invoice for the full amount in June.

We are fortunate to be able to waive the cash match for fall 2022. This may be waived for spring and summer 2023 and will be announced in early winter with the approval of the 2023 budget.

- 1) The Program is willing to negotiate financial deadlines or create a payment plan for Partner Sites that demonstrate the cash match due date would be a hardship such as quarterly installment payments agreed to in writing.
- 2) Cash Match amounts depend on the total member hours which are dependent on the member start date, end date, and hours/week. See below for the outline and please contact the Program Director with questions about your Cash Match.
- 3) Federal funding may NOT be used to pay the cash match unless accompanied by a letter from the Federal Grants Officer giving authorization to use federal dollars as match for another federally funded program.
- 4) If a member ends their service term early through no fault of the Partner Site or Site Supervisor AND the member has served less than 60% of their total hours, the Cash Match can be prorated based on the number of hours actually served.
 - a) If payment has already been made, the site must request one of the following 1) a reimbursement check or 2) credit to the next member/invoice

- b) If payment has not been made, credit will be applied to outstanding invoice
- c) Prorated credit may not be carried over into a different program year

F. SUPERVISOR IN-KIND REPORTING

Monthly In-Kind reporting is required as a Partner Site with a placed Member. In-kind contributions include the time, resources, and services that are supplied by a Partner Site. In other words, the *necessary and reasonable* expenses incurred as a result of hosting a True North AmeriCorps member. Supervisors will submit in-kind reports by the 5th of each month via OnCorps (<https://mn.oncorpsreports.com>) In-Kind reports must be documented on site in calendar, receipt, or invoice form and must be made available upon request for seven years.

- 1) **In-Kind Hours** Costs related to the direct supervision of the member: one-on-one or small group time (meetings, trainings, program planning). It is not program time.
 - a) Site Supervisors who report in-kind must pass a National Service background check. The Program will pay for one supervisor per service term. If a supervisor changes or the supervisor misses a scheduled fingerprint appointment, it will be the sites responsibility to pay for the additional check.
- 2) **In-Kind Other** Refers to the *necessary and reasonable* costs of hosting a member such as:
 - a) Office Space: the Partner Site must provide the member with access to workspace which includes a computer, internet, and all materials necessary to complete assigned tasks.
 - b) Supplies: necessary items purchased for the member to use with students.
 - c) Training: on-or off-site training that is provided to the member by the host site
- 3) **In-Kind Notes**
 - a) Federal funding cannot be used to pay in-kind match unless accompanied by written authorization from the Federal Grants Officer giving authorization to use federal dollars as match for another federally funded program. Example: if a Site Supervisor's salary from federal grant funds they're not be able to report supervisory hours
 - b) Sites that do not submit in kind will be charged a \$1,500 fee per member at the end of the service term and may lose their ability to host a member in the future.**
 - c) Receipts, invoices, or other proof of in-kind expenses must be retained by the program for 7 years and made available upon request.

TRUE NORTH AMERICORPS RESPONSIBILITIES

True North AmeriCorps (the Program) agrees to meet the following requirements and responsibilities as outlined by the Corporation, the Program, and its fiscal host, the Duluth Area Family YMCA.

A. MEMBER MANAGEMENT

- 1) **Recruitment** The Program will conduct broad, area-wide recruitment online and in person and will work with Partner Sites to develop site-specific recruitment plans. The Program will develop recruitment materials to distribute to Partner Sites.
- 2) **Selection** The Program will ensure candidates meet the minimum qualifications. The Partner Site selects the candidate they believe will be the best fit for their organization and position unless they have selected the "assigned" option. The Program will make every effort to match the Member with a Partner Site that provides the best fit for qualifications, time commitment, and personal development goals. *The Program reserves the right to make the final decision regarding the selection of AmeriCorps members.*
- 3) **Background Checks** The Program will conduct required National Service Criminal History background checks on all applicants prior to their official enrollment in the program. Positions are

contingent on these results. The Program reserves the right to disqualify a member for not disclosing past criminal history or for not clearing the background checks.

- a. An individual is ineligible to serve with any AmeriCorps program if they:
 - i. Refuse to consent to State Criminal Registry and/or FBI background checks.
 - ii. Make a false statement concerning their criminal history.
 - iii. Are registered or required to register as a Sex Offender..
 - iv. Have committed murder as defined and described in 18 U.S.C. § 1111.
 - b. Applicants may also be disqualified for any of the following: being convicted of child abuse, neglect, or maltreatment; being convicted of assault or drug charges within the last year; other charges as deemed significant by YMCA Human Resources
 - c. Partner Sites are expected to do their due diligence in conducting their own background checks to determine eligibility based on any additional criteria of their own hiring policies.
- 4) **Benefits** The Program and/or AmeriCorps will provide the following benefits to the Member. Please see the Applicant Guide or other recruitment materials for the specific benefit amounts.
- a. Living Stipend paid twice monthly via direct deposit.
 - b. Education Award upon successful completion of the program.
 - i. May be used for past or future student debt and saved for 7 years.
 - ii. May be gifted to a child, grandchild, or foster child if the member is over 55.
 - c. Student Loan Forbearance and interest repayment on qualifying loans.
 - d. Free Health Insurance if the Member is full-time (35 hrs/week) and qualifies.
 - e. Child Care assistance if the Member is full-time (35 hrs/week) and qualifies.
 - f. YMCA Membership which can be used nation-wide
 - g. Workers Compensation for service-related issues and FICA *must submit incident reports to the Program Director within 24 hours*
- 5) **Training and Support** The Program will provide ongoing training and support to the Member and Site Supervisor. Additional training provided upon request.
- a. **Program Updates** will be emailed to both the Member and Site Supervisor (at least monthly) including deadlines, events, helpful resources, and general information.
 - b. **Site Visits** with the Program, Member, and Site Supervisor will occur twice per service term. Once per term for Summer-Only Members
 - c. **Site Supervisors** will receive one or more trainings per service term. Program staff will check in regularly and provide additional training as needed.
 - d. **Member training** topics include: professionalism, mandated reporting, youth program quality best practices, social emotional learning, behavior management, cultural competency, trauma responsiveness, data tracking, volunteer mobilization, and more.
 - i. A calendar of events will be provided at the start of the term, updated as needed.
 - ii. The Member must be released from regular site activities for Program trainings.
 - iii. Members who miss training for any reason are required to make it up using the online materials provided by the Program. The Site should provide time for members to do this during normal service hours if possible.
 - iv. Members may be asked to attend special events which may include evenings or weekends. Adequate notice will be given so arrangements can be made to ensure full participation.
 - e. **Personnel Issues** Program staff will work in conjunction with the Site Supervisor and Member to resolve issues that may occur during the program year.
 - i. The Program has the authority to dismiss or suspend the Member for any reason in accordance with the rules of AmeriCorps.

- ii. The Program may also reassign the Member to another Service Site or change the number of contracted service hours when necessary.
 - iii. The Program will consider holding the Member's living stipend or removing the Member from the Partner Site or the Program as needed, in accordance with the Program's policies and procedure.
- f. The Program will provide appropriate support when:
- i. A situation with the Partner Site or Site Supervisor prevents the Member from successfully completing their service term.
 - ii. Situations or life events occur that may delay or prevent the Member from successfully completing their service term.
 - iii. The Member experiences other challenges relating to their service or completion of service.

B. PROGRAM MANAGEMENT

- 1) **Member Personnel File** Program staff maintain a personnel file for each member, which includes pre-service enrollment and HR paperwork, background checks, incident documentation, and other materials as required.
- 2) **Site Selection** The Program will select Partner Sites whose missions are aligned with the Program, the Duluth Area Family YMCA and AmeriCorps.
- 3) **Reporting** The Program will send reminders and information to the Member and Site Supervisor regarding reporting requirements for the program.
 - a. Program staff monitor Member service hours as reported on their timesheets using OnCorps to ensure that Members are able to complete their term of service successfully.
 - b. Program staff will provide a mid-year status report to the Member and Site Supervisor
 - c. Program staff collect and report program data on a quarterly basis, including in-kind reports, member performance evaluations, and progress monitoring reports as those outlined by AmeriCorps regulations and agreed upon by ServeMinnesota and the Program
 - d. The Program will provide the Partner Site with relevant results from evaluation data analysis once this data has been reported to AmeriCorps.

Any questions about this agreement, program policies, or requirements should be directed to:

Alice Werle, Program Director awerle@duluthymca.org 218-722-4745 x169

PARTNER SITE AGREEMENT AMENDMENT

The following changes will be made to Duluth Public School's Partner Site Agreement for the 2022-2023 service term with True North AmeriCorps.

- Free/reduced lunch status will not be required to be reported
- True North AmeriCorps must provide an executed criminal history consent form and a money order or check payable to Duluth Public School 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. True North AmeriCorps is precluded from performance of the contract until the results of the criminal background check(s) are on file. If True North AmeriCorps has already completed background checks for their business needs, True North stipulates that the background checks are completed, current, and on file. True North AmeriCorps also stipulates that any employees with a gross misdemeanor or felony will not work with District students.

STATEMENT OF UNDERSTANDING
True North AmeriCorps Partner Site Agreement
 Service Term 2022-2023

This serves as an agreement between the Partner Site and the Program for the 2022-2023 program year. The terms of this agreement will begin upon Partner Site signature date and end on August 31, 2023 or the members last day of service. Any amendments to this agreement shall be done in writing.

The Program may, with five days written notice, suspend or terminate the Agreement in whole or in part whenever the Program determines there is a material failure or threat of failure to comply with the applicable terms and conditions of the Agreement.

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

Partner Site Organization/Program Name	
Duluth Public Schools ISD 709	
Lead Contact Name/s	Title
Callie DeVriendt	Mental Health & Social, Emotional, Behavioral Multi-Tiered Systems of Support Coordinator
Anthony Bonds	Assistant Superintendent
Lead Contact Signature/s	Date
<i>Callie DeVriendt</i>	<i>11/5/23</i>
<i>Anthony Bonds</i>	<i>Anthony Bonds</i>
Site Supervisor Names	Title
<i>Anthony Bonds</i>	
Jessa Cook Michaela Sperl Jim Erickson	Stowe Principal Stowe MTSS Coordinator Laura MacArthur Principal
Site Supervisor Signatures	Date
<i>James Smith</i> <i>11/11/23</i>	
Director of Business Services/CFO for Duluth Public School District	Title

Simone Zunich	Directors of Business Services
Director of Business Services/CFO	Date 1-11-23

THIS AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO MEMBER START DATE

ATTN: Alice Werle, TNAC Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: awerle@duluthymca.org

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 6th day of January, 2023

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Harmony Therapy Services, LLC.

OF THE SECOND PART

Background:

Harmony Therapy Services LLC

- A. Independent School District No. 709 and ~~INSERT NAME HERE~~ (the "Parties") entered into the contract (the "Contract") dated August 6, 2018, for the purpose of Completion of Pupil Transportation reporting to MDE.
- 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 \$ 31,050.
This amendment would increase the not to exceed amount to \$ X.
 - b. Company name and EIN updated.*

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

- 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.


88-4361868
1/6/23
 Contractor Signature SSN or EIN Date


1/9/23
 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), (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	143	00-83.86%
04	E	005	579	285	143	00-10.14%
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


1-13-23
 CFO/Superintendent of Schools/Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of June, 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Harmony Feldman McMullough , 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 Mental Health Consultant*.....

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 22nd, 2022 and shall remain in effect until June 9th, 2023, 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.

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 \$65 hourly and \$37,050 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 , 4316 Rice Lake Rd, Suite 108, 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) 2610 E 3rd St, Duluth, MN 55812.

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:

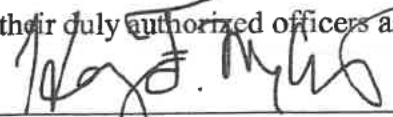
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

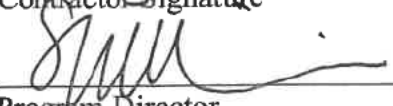
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under 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.

 _____ 7/19/22
 Contractor Signature SSN/Tax ID Number Date

 _____ 7/26/22
 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	143	00- 83.86%
04	E	005	579	285	143	00- 16.14%
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

 _____ 8/22/22
 Simone Zurich, Exec. Dir. Of Date
 Finance and Business Services

Duluth Preschool Mental Health Consultant Duties

Contract Purpose

The Mental Health Consultant (MHC) provides consultation to staff and parents, and observations and written reports of individual and groups of children to the classroom staff and Mental Health Coordinator in order to promote the social and emotional well-being of children in Head Start. These services will be rendered in roughly half of our sites, while the Mental Health Coordinator is responsible for the other half.

Contract Requirements

1. Provide informal behavioral health assessment information for children either with an elevated ASQ:SE and/or teacher concerns.
2. Schedule follow up meetings with classroom staff and parents to discuss findings from the observation and offer suggestions and strategies for helping the child function more successfully in the classroom and/or at home. (Child Action Plan)
3. Consult with Mental Health Coordinator to refer children/families as needed for further mental health assessments.
 - a. Revisit the classroom as needed to model interventions, observe effectiveness of interventions, and modify as needed.
 - b. Provide follow up information to teacher, family, or family advocate.
4. Make whole class observations and submit subsequent written reports to look at group dynamics and other issues when several children have behavior issues (Classroom Action Plan).
5. Meet with classroom teams, as requested, to reflect on concerns/issues that may arise.
6. Consult with Family Advocates on an as needed basis
7. Assist in the implementation of Circle of Security Classroom
8. Assist Mental Health Coordinator in development of Professional Development as it relates to trauma informed care, challenging behavior, and mental health and wellness
9. Carry out roles and responsibilities as a mandated reporter

MEMORANDUM OF UNDERSTANDING

Between the Conflict Resolution Center (CRC) and Denfeld High School:

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between the Conflict Resolution Center (CRC) and Denfeld High School.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between the CRC and Denfeld High School and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, CRC is a recipient of a grant from the Minnesota Department of Human Services and Denfeld High School is the program partner participating in the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders;

WHEREAS, CRC is the financial partner with Denfeld High School as part of the Minnesota Department of Human Services Minnesota Model grant;

WHEREAS, Denfeld High School desires to supplement its capacity to deliver restorative practices to students;

WHEREAS, Denfeld High School recognizes that the independently owned and operated CRC is able to provide services that supplement its own restorative practices;

WHEREAS, CRC desires to continue to collaborate with Denfeld High School to provide services related to restorative practices through the Minnesota Model grant, including individual conflict coaching, mediations, and case consultation;

THEREFORE, CRC and Denfeld High School agree that it is in the best interest of students attending Denfeld High School to enter into an understanding in order to continue fulfilling the requirements of the Minnesota Model grant;

This Memorandum of Understanding is to enable and structure the collaboration between CRC Denfeld High School and its participation in the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders program..

II. ROLES AND RESPONSIBILITIES

Roles of CRC and Denfeld High School

It is understood that CRC and Denfeld High School staff must work together as a team to effectively meet the needs of Denfeld High School students as it relates to supplementing restorative practices, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a

timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of CRC

1. CRC will provide onsite services related to conflict resolution to students and staff at Denfeld High School on regularly scheduled days and regularly scheduled times at Denfeld High School as students are referred by Denfeld High School 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 Denfeld High School staff will be seen individually or in a group setting by CRC staff at Denfeld High School in a private setting for conflict coaching, mediations, and 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 Minnesota Model team meetings with school personnel 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 Denfeld High School.
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 Denfeld High School

1. Denfeld High School 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. Denfeld High School 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. Denfeld High School staff will develop and implement a system to refer students to CRC services when appropriate as defined by the school.
4. Denfeld High School will provide CRC staff with a private meeting space for staff to meet with students as well as access to a telephone and internet connection.
5. Denfeld High School 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, Denfeld High School 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. Denfeld High School staff will schedule and facilitate Minnesota Model Team Meetings. Meetings will be scheduled according to the school schedule and in consultation with CRC staff.
8. Denfeld High School 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 9/6/22 and will continue through 6/10/23 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 Denfeld High School agree that by virtue of entering into this Memorandum 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 Denfeld High School 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 Memorandum or required by law. Unauthorized disclosure of confidential and private information shall be considered a material breach of this memorandum. 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 services by identified members of Denfeld High School staff according to established partnership agreements. Students or parents/guardians will be made aware of the referral and may decline to participate with CRC services.

Data Collection. Denfeld High School will be responsible for providing non-identifying student data to CRC for grant reporting purposes. Denfeld High School can provide identifying student information to CRC staff with consent from parent/guardian in order to access CRC services.

Background Checks. Background checks on all CRC employees assigned to work at Denfeld High School must be completed and on file prior to CRC employees engaging with any Denfeld student. CRC is precluded from performance of contract until the results of the criminal background check(s) and/or stipulation of completed background checks(s) is on file.

If background checks are completed by Duluth Public Schools, CRC must provide an executed criminal history consent form and a money order or check payable to Duluth Public Schools in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to work at Denfeld High School. If CRC conducts its own background checks on all staff, student interns, and volunteers, the agency must stipulate in writing that these background checks are completed, current, and on file.

CRC must also stipulate in writing that any of its employees with a gross misdemeanor or felony will not work independently with Denfeld High School Students.

Independent Contractor. Both Denfeld High School and CRC agree that they will act as an independent contractor in the performance of its duties under this Memorandum. Nothing contained in this Memorandum 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 Memorandum.

Accordingly, CRC shall be responsible for payment of all taxes, including federal, state, and local taxes, arising out of CRC's activities in accordance with this Memorandum, including by way of illustration, but not limited to, federal and state income tax, Social Security tax, unemployment insurance taxes, workers compensation payments, and any other taxes or business license fees as required.

Indemnity and defense of the District. CRC hereby agrees to defend, indemnify and hold Denfeld High School harmless from all claims relating to its work pursuant to this Memorandum.

In the event that CRC breaches its obligation to defend, indemnify and hold Denfeld High School harmless, then in addition to its other damages, Denfeld High School shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Memorandum.

Notices. All notices to be given by CRC to Denfeld High School shall be deemed to have been given by depositing the same in writing in the United States mail: Denfeld High School, Attn: Principal Thomas Tusken, 401 N 44th Ave W, Duluth, MN 55807.

All notices to be given by Denfeld High 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, 424 W Superior Street, Suite 400, Duluth, MN 55802.

Assignment. CRC shall not in any way assign or transfer any of its rights, interests or obligations under this Memorandum in any way whatsoever without the prior written approval of Denfeld High School.

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

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

Entire Agreement. This Memorandum contains the entire understanding and agreement 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. CRC 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 Memorandum.

Conflict of Interest and Fiduciary Duty: All contractors doing business with Denfeld High School agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the ISD 709 website.

Mutual Consent to Collaboration. CRC and Denfeld High School agree to work cooperatively to establish a service delivery schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of providing supplementary restorative services at Denfeld High School.

Erica L. Backstrom

11/15/2022

Erica Backstrom, Conflict Resolution Center

Date


Simone Zuinich, Executive Director of Business Services, ISD 709

1/23/22
Date