

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of August 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr, 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: *(insert or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 12, 2019 and shall remain in effect until June 30, 2020, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Contractor will provide cultural opportunities such as drumming, teaching moccasin game, and organizing events for the American Indian Education Department, district wide.

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.

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 \$ 10,000 (Ten thousand dollars). The Contractor will be paid \$75.00 (Seventy five dollars) hour. 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 compensation, 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: Edye Washington, Coordinator for American Indian Education Department. 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
Joseph Montano Sr. 35357 Community Rd. #20 Bayfield, WI 54814

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.

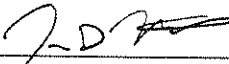

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

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

 Contractor Signature	----- SSN/Tax ID Number	08/12/2019 Date
 Program Director		8/13/19 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	605	005	320	340	130500
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Catherine Echar

8-20-19

CFO/Superintendent of Schools/Board Chair

Date

SUPERIOR-DOUGLAS COUNTY FAMILY YMCA

BUILDING RENTALS

Rev. April 2019

Name of Renter:	KATHERINE ROBILLARD – DULUTH YMCA KEY ZONE		
Current YMCA Member?	N/A		
Date/Type of Rental:	21 AUGUST 2019 – YOUTH GROUP RENTAL OF REC POOL INCLUDING WATERSLIDE		
Phone Number:	218-590-1501		
Mailing Address:	CARRIE COPPERUDE: 720 N CENTRAL AVE, DULUTH, MN 55807		
Email Address:	ND.KATHERINE.ROBILLARD@ISD709.ORG		
Rental Schedule:	12:30-2:00 IN REC POOL WITH WATERSLIDE. GROUP MAY USE OUTDOOR TENT BEFORE/AFTER IF THEY PLAN ON ALSO HAVING LUNCH HERE.		
Will there be any children UNDER the age of 7?	YES: 1:3 adult/child ratio will be observed	NO: At least one adult will remain in pool area	N/A
TOTAL COST OF PARTY	\$4/CHILD – ADULT STAFF SWIM FOR FREE		

Party DEPOSIT must be paid at time of booking before reservation process is complete. Church/school/youth group rental fees are paid-in-full at time of check-in based upon actual head count. These outside organizations must provide a certificate of liability insurance on which the Superior YMCA is named as an "Additional Insured" specific for the date of the rental. **ALL fees are non-refundable.** Rental cancellations must be made a minimum of one month in advance and may only be rescheduled. Rental payment can be made by calling 715-392-5611.

RENTAL TYPE	YMCA MEMBER	GENERAL PUBLIC
Birthday Party w/Rec Pool **25 Swimmer Limit**	\$120	\$180
Rec Pool Rental **25 Swimmer Limit**	\$90/hour	\$135/hour
Lap Pool Rental **25 Swimmer Limit**	\$54/hour	\$81/hour
½ Gym Rental	\$42/hour	\$63/hour
Multipurpose Room Rental **40 Person Limit**	\$30/hour	\$45/hour
Conference Room Rental **10 Person Limit**	\$20/hour	\$30/hour
Church, School, Youth Group Rental Rates	\$4.00 / CHILD ADULT STAFF MAY SWIM AT NO ADDITIONAL CHARGE	

GUIDELINES TO BE FOLLOWED DURING ALL RENTALS

- Rental Groups are required to designate one individual, 21 years of age or older, as the "responsible individual" for the conduct of the group while at the YMCA
- There must be a minimum of 1 adult for every 10 youth under the age of 7 unless prior approval is given
- Groups are expected to leave the building clean and undamaged. Tables and chairs should be wiped off and returned to where they were found.
- All items in the assigned party room must be left alone on shelves or stored as found. Please do not hang decorations from the ceiling tiles. Classroom items must be left stored as found.

- ANY REPAIRS OR NEW EQUIPMENT PURCHASED DUE TO DAMAGE CAUSED TO YMCA PROPERTY BY ANY GUEST ATTENDING YOUR PARTY OR RENTAL WILL RESULT IN FINANCIAL LIABILITY FOR THE INDIVIDUAL LISTED ON THIS CONTRACT. THE PARTY IN QUESTION WILL BE CONTACTED AND APPROPRIATE PAYMENT ARRANGEMENTS WILL BE MADE.
- The YMCA assumes no responsibility for the personal property of individuals or groups utilizing the facility or property. Please lock up all belongings securely.
- Parties must vacate the assigned room by the time listed above in section #7.

**PLEASE READ THE SET OF GUIDELINES BELOW.
THESE ARE TO BE FOLLOWED AT ALL TIMES DURING YOUR RENTAL.**

1. Birthday Parties

- The YMCA will provide the lifeguards. Group must provide adult supervision in the locker rooms and pool area.
- An adult must check with the lifeguards before the group begins swimming and remain in the pool area during the swim time.
- While in the pool, the Y will enforce a 1:3 ratio of adults to non-swimming youth under the age of 6. These adults must remain in the water with the non-swimming youth at all times.
- All YMCA pool rules will be enforced at all times. The lifeguards on duty are given the authority to enforce additional rules they deem necessary to keep swimmers safe.
- ONLY Coast Guard approved personal flotation devices such as lifejackets and Puddle Jumpers are allowed. The Y does not allow any inflatable flotation devices of any kind.
- Parties may bring in water toys for use during the party, but if the lifeguards deem them unsafe for indoor use, they are given the authority to remove them from the pool.
- The YMCA uses a 60-second swim test and a 48" height requirement for access to the deep end & waterslide. Swim tests and height requirements will be enforced for access to the deep end or waterslide. Adults may take one child at a time down the waterslide. Adults must themselves be able to exit the waterslide current safely. Failure or inability to do so will prevent said individual from further use of the waterslide.
- Each party will be scheduled for a specific time in the Rec Pool. This time cannot start early or run late due to already scheduled events.

2. Church, School, or Youth Group Rental

- Some examples of groups eligible for this special rate include public, private or charter schools, Boy Scouts, Girl Scouts or other similar organizations, church or religious-based youth groups
- Depending upon activity requested, rentals may be required to be set up to two weeks in advance
- Rental availability depends upon pre-existing YMCA programming and YMCA staff availability
- All building usage policies as explained in "1. Birthday Parties" will be observed

Groups renting the facility must provide a certificate of insurance naming the Superior YMCA as an "Additional Insured" under their insurance policy.

1. PLEASE READ CAREFULLY AND SIGN

The YMCA facility and grounds are drug free zones. The Y does not allow any forms of tobacco, alcohol, or any substances deemed illegal in the building or on the property. Offending individuals may be asked to vacate the premises and, if necessary, law enforcement will be called.

The user, group, or organization agrees to release and hold harmless the Superior-Douglas County Family YMCA from any claims, demands, damages, actions, and causes of actions, of every kind or nature which may occur during the group or organization's usage or occupancy. Further, the user group or organization agrees to indemnify the Superior Douglas County Family YMCA for:

1. The negligent acts of any agent or representative of the user group or organization, and
2. The negligent acts of any agent, employee, officer or director of the Superior-Douglas County Family YMCA.

"I have read the Superior-Douglas County Family YMCA Rental Guidelines that pertain to this reservation. I understand the policies of the YMCA, including how they apply to reservation guarantees and payments. I have read ALL information above and agree it represents accurately the arrangements I have requested. Furthermore, I agree to be held responsible for any damages to the YMCA facility or equipment and understand that additional charges will be applied."

Signature of Renting Individual *Catherine Albo* Date 8-9-19

04-570-525-321-272-143000

OFFICE STAFF: PLEASE COMPLETE

• DEPOSIT RECEIVED ON: (DD/MM/YYYY)
• AMOUNT RECEIVED:
• STAFF INITIALS:
• RECEIPT NUMBER:

• REMAINING BALANCE RECEIVED ON: (DD/MM/YYYY)
• AMOUNT RECEIVED:
• STAFF INITIALS:
• RECEIPT NUMBER:

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of August, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Emily Engel, 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:

Sign language interpreter for Staff Development Day on August 27, 2019.

The staff development day will be held at Ordean East Middle School and contract will be from 12:45 pm - 2:45 pm.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 27, 2019 and shall remain in effect until August 27, 2019, 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.** Sign Language Interpreter for Staff Development Day

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$45.00 per hour.

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: Joan Lancour, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

5234 Fish Lake Dam Rd, Duluth MN. 55803

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 Worker's 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 the care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

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

 Contractor Signature	_____ SSN/Tax ID Number	<u>8/26/19</u> Date
 Program Director	_____ SSN/Tax ID Number	<u>8-26-19</u> 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 the following budget (include full 16 digit code), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding):

01-640-005-316-000-130500

Check this box if the contract will be paid using Student Activity Funds

Check this box if this contract is a no-cost contract such as a Memo of Understanding

 CFO/Superintendent of Schools/Board Chair	_____ SSN/Tax ID Number	<u>8/27/19</u> Date
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AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of August, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Mark Overland, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 10th, 2019 and shall remain in effect until June 30, 2020, 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.**

All audio for Staff Development will be the responsible of Mr. Overland. This includes but is not limited to: communication with curriculum department prior to Staff Development, pre work of becoming familiar with the audio at sites, communicating with presenters if needed to receive the correct format for presentations, working with district staff on location of audio equipment, being present on days of staff development to run audio equipment.

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$30 hourly and \$3000 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: Joan Lancour, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

25 E Willow St Duluth, MN 55811

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

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

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

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

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

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

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

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

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

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

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

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

Mark H. Overland _____ Date Aug 23, 2019
 Contractor Signature SSN/Tax ID Number

Scott M. Johnson _____ Date 8-29-19
 Program Director

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 the following budget (include full 16 digit code), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

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

01	640	005	316	000	130500

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

Calhine Elson _____ Date 8/30/19
 CFO/Superintendent of Schools/Board Chair

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of August, 2019 by and between Independent School District #709, a public corporation, hereinafter called District, and Cassandra Williams, 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: *(insert or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 27, 2019 and shall remain in effect until August 27, 2019, 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.** Sign Language Interpreter for Staff Development Day - August 27, 2019. The time is from 7:30 am to 12:30 pm at Ordean East Middle School, 2900 E 4th St, Duluth, MN 55812.

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.

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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 compensation, 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: Joan Lancour,, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Cassie Willims, 5678 Hwy 33, Saginaw, MN .

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.

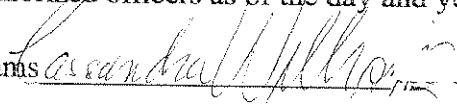
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

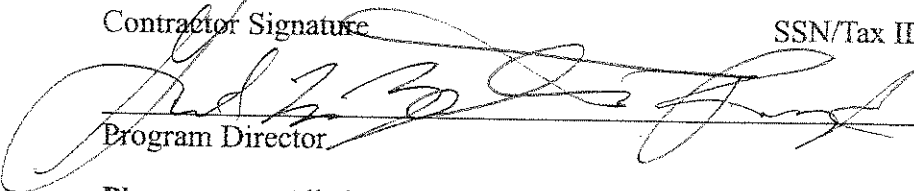
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Worker's 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.

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.

Cassandra Williams  _____ 08/19/19 _____

Contractor Signature	SSN/Tax ID Number	Date
		8-29-19
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	640	005	316	000	130500
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Cathryn Edson

CFO/Superintendent of Schools/Board Chair

8/27/19

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of August, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Jo Merrick Lockett, 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: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 27, 2019, and shall remain in effect until August 27, 2019, 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.**

Mary Jo will present at the staff development meeting on Tuesday August 27 at Denfeld High School.

1- introduce self - personal motivation

2- explain SEED seminar

3- primary focus - creating a safe space for all students in classes at Denfeld High School. How do teachers create a safe space? What does that look like? How is it sustained? How do you know if students feel safe and accepted?

4- field questions about key concerns at Denfeld

5- share Dr. Tatum's recommendations for diversity work

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ X hourly and \$350.00 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: Marcia Nelson , 401 N 44th Ave West, Duluth, MN 55806.

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)

Mary Jo Merrick Lockett
638 Aqua Circle
Lino Lakes MN 55014

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

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

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

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

Maury Merrick Schmitt _____ Date August 27, 2019
 Contractor Signature SSN/Tax ID Number
Maury Merrick Schmitt _____ Date Aug 26 2019
 Program Director

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 the following budget (include full 16 digit code), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

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

01	640	215	316	000	118500
XX	XXX	XXX	XXX	XXX	XXXXXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

Catharine Elson _____ Date 8-26-19
 FO/Superintendent of Schools/Board Chair Date

MDE

Cultural Competency component of Mandatory Licensure Renewal Effective for all tiered license renewals in 2020 and thereafter, training that promotes self-reflection and discussion including, but not limited to the following topics: racial, cultural, and socioeconomic groups; American Indian and Alaskan native students; religion; systemic racism; gender identity, including transgender students; sexual orientation; language diversity; and individuals with disabilities and mental health concerns. Training programs must be designed to deepen teachers' understanding of their own frames of reference, the potential bias in these frames, and their impact on expectations for and relationships with students, students' families, and the school communities.

SEED (Seeking Educational Equity and Diversity) was founded in 1987 by Dr. Peggy McIntosh (White Privilege: Unpacking the Invisible Knapsack) and Emily Style (Curriculum as Window and Mirror). Minnesota SEED was founded in 1991. SEED is a professional development program that promotes change from within organizations through peer-led self-reflection and interpersonal dialogue and builds capacity for more equitable curriculum, campuses, workplaces, and communities.

SEED seminars meet for 27 hours face to face and require approximately 30-50 additional hours of outside reading, reflection, and journaling about the books, topics, videos, speakers, and plays that are part of the seminar. SEED seminars address issues of inequity regarding race, class, gender, sexual orientation, and (dis)ability. Participants learn about these issues and reflect on their own journey related to them, their students, families, and community. Participants gain knowledge to become more culturally competent.

SEED's unique methodology involves: facilitating ongoing, structured, group conversations in which all voices can be heard; examining how our own stories connect us to our cultures and broader social systems; learning from our own experiences as well as from others' lives; turning oppression and privilege into agency and action.

SEED work is not about blame, shame, or guilt about one's location in societal systems. It is about deepening awareness of existence of societal systems.

SEED engages allies from dominant groups in listening, learning, and taking thoughtful strategic action in order to help break down patterns of oppression.

SEED doesn't need a crisis (such as bullying, sexual harassment, or racially motivated violence) to address the very real power dynamics of race, class, gender, etc that ply out systemically in

schools, communities, and workplaces to detriment of fully realized democratic education/experience for all.

SEED seminars put in place an ongoing constructive conversation about sometimes polarizing issues, making communities more competent to deal with crises when they do occur.

SEED can work in conjunction with other kinds of diversity programs by preparing participants to be more aware of their own experiences with privilege and oppression and to listen more effectively to the experiences of others.

SEED asks participants to look inward at how we were schooled to deal with diversity and connection as a necessary prelude to creating curricula and environments

SEED takes a systemic approach to looking at oppression and privilege rather than seeing them only in terms of individuals making individual choices

SEED acknowledges that diversity work is an ongoing process, professionally and personally, not a one time training

SEED leaders do not lecture. Instead, they lead colleagues in experiential, interactive exercises and conversations via activities, videos, & readings

SEED uses methods of intentionally structured group conversation, tested over 30 years to include all

For more information:

<https://nationalseedproject.org/>

DENFELD SEED:

Mary Jo Merrick-Lockett has been teaching SEED classes for almost 30 years. FOUR semester credits will be offered through St. Catherine's University in St. Paul. The Minnesota Department of Education requires 125 clock hours to renew a Tier 4 teaching license. From the MDE page regarding relicensure:

A. Relevant coursework completed at accredited colleges and universities;

1) One semester credit = 24 clock hours

2) One quarter credit = 16 clock hours

The relevant coursework conversion is only applicable with additional clock hours in categories B-I.

https://mn.gov/pelsb/assets/Categories%20for%20Clock%20Hour%20Allocation_tcm11113-376725.pdf

This class will satisfy MOST of the hours needed for relicensure, as long as there are additional some hours from each of the other categories. The class will meet for 27 hours, so those 27 hours will also

The cost is \$750.00 for four graduate credits. (Masters of Education credits at UMD cost \$693 per credit. Graduate Online credits at UWS are \$480 per credit). This is a really good deal! We hope to also offer the SEED class free of charge to those who are interested, depending on the number who choose to take it for

credit, as we will also purchase books for all and pay for (most of) the instructor, hence the interest survey. For those who do not take it for credit, the 27 clock hours can be used for relicensure. I have not gotten confirmation yet, but I believe the class will satisfy the Cultural Competency component required by the state for re-licensure as well. (It meets all the requirements set forth by MDE.) These are also four credits toward a lane change pay raise in our district.

SEED is a peer-led professional development program that promotes change through self-reflection and interpersonal dialogue and builds capacity for more equitable curriculum, campuses, workplaces, and communities. It is our goal to develop a strong cohort of individuals within our building who desire to further their knowledge and understanding of all of our students. ALL staff at Denfeld are welcome and encouraged to participate in the SEED program!

The TENTATIVE schedule is as follows:

Sept 25 Welcome

November 6, 4-7 White Privilege

November 7, 4-7 Dr. Beverly Tatum

January 22, 4-7 White Fragility and Gary Howard activity

January 23, 4-7 Why Are All the Black Kids Sitting Together in the Cafeteria

March 11, 4-7 Everyday Sexism

March 12, 4-7 Speaker

(OR) March 7, same and UMD play Machinal, 1920's patriarchy

May 6, 4-7 The Poet X

May 7 Presentations, Final Discussions, Celebration Dinner

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Equity Alliance Minnesota, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 27, 2019 and shall remain in effect until August 27, 2019, 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.** Two hour professional development for Ordean East Middle School and Duluth East High School certified staff on culturally responsive practices, with 2 facilitators to be delivered on August 27, 2019, and includes time to prepare materials, presentation, mileage and lodging costs.

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Cathy Erickson, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Equity Alliance Minnesota, Attn: Janine Stammler, Operations Manager, 6063 Hudson Road, Ste. 218, Woodbury, MN 55125.

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.



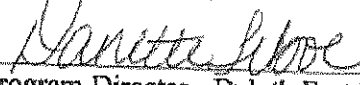
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

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

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

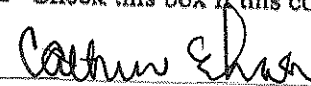
	41-1819999	8/28/19
Contractor Signature	SSN/Tax ID Number	Date
		8/28/19
Program Director - Ordean East Middle School		Date
		8/28/19
Program Director - Duluth East High School		Date

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

This contract is funded by the following budget (include full 16 digit code), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding):

- ✓ 01-211-335-317-000-130500 Ordean East for \$1,000.00
- ✓ 01-211-220-317-000-130500 Duluth East for \$1,000.00

- Check this box if the contract will be paid using Student Activity Funds
- Check this box if this contract is a no-cost contract such as a Memo of Understanding

	8/28/19
CFO/Superintendent of Schools/Board Chair	Date

PARKING LOT USE AGREEMENT

THIS AGREEMENT made as of the 26th day of August, 2019, by and between The Duluth Congregational Church, Minnesota, a non-profit corporation, CHURCH, and Independent School District No. 709, a public corporation under the laws of the State of Minnesota, DISTRICT;

WITNESSETH, that in consideration of the rent reserved herein and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. The Church hereby agrees, and District hereby accepts and takes, without any obligation on the part of the Church to make any improvements, the shared use of up to forty-five (45) parking spaces in the parking lot located at 3833 East Superior Street.
2. The term of the Agreement shall be from August 26, 2019 until June 5, 2020 or until terminated by either party upon 60 days written notice.
3. As and for payment for the above described shared use, District agrees to pay the Church a reimbursement of the cost of operating and maintenance of the parking lot which cost is agreed to equal the sum of TWO THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$2,720.00) for the full term of the Agreement.
4. Church warrants that it has good title to the above described premises and has the right to enter into this joint use agreement, and that so long as District is not in default under this Agreement, the District will be entitled to quiet and peaceful enjoyment of the parking lot premises and shall not be disturbed or interfered with by Church or by any person claiming by, through or under the Church.
5. By entering into this Agreement, District shall not be liable for the payment of any taxes, assessments or other impositions imposed upon said lands, District's liability being solely that for the payment of cost described herein above.
6. Upon the termination of this Agreement through forfeiture or through lapse of time or any other means, District shall surrender its use of the above described premises to Church in as good a condition as received, reasonable wear and tear excepted.
7. District shall name the Church as additional insured upon its policy of liability insurance, and to the extent of such insurance and to the limits therein provided, or to the limits set forth in Minnesota Statute §466.04, whichever limits are greater, agrees to indemnify and save Church harmless from any claims, demands, actions or causes of action arising out of District's use and occupancy of said premises.
8. The use of said parking lot shall be for the shared use of the Church and District from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Lease. At other hours and times, the Church shall be entitled to the exclusive use of said premises.

9. The use of said parking lot shall be designated for the exclusive use of the Church on occasion during the period of 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement for the purposes of conducting funerals or other special events by the Church providing at least 24 hour advance notice to the District (East High School Principal).

10. The District agrees that during the term of this Agreement it will provide labor to monitor, pick up and dispose of refuse left in the lot by the District's users during the period from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement.

11. The District agrees to manage the use of the Church Parking Lot by the District's students and/or other users authorized by the District, thru the issuance of parking permits that shall be visibly displayed in each vehicle that is authorized by the District to park in the lot according to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CHURCH:

THE DULUTH CONGREGATIONAL CHURCH

BY: Barbara Africa 8/21/19

Church Moderator

DISTRICT:

INDEPENDENT SCHOOL DISTRICT NO. 709

BY: Jon Flax

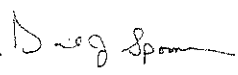
Asst. Principal, Duluth East High School

BY: Arthur Elson

CFO, Executive Director of Business Services

Memorandum

To: Ms. Cathy Erickson / CFO Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: July 26, 2019

Re: Quote #4322 - Sun Solutions - Window Film Denfeld & Rockridge - MDE Grant

Attached are two copies of an agreement with Elite Tinting & Graphics / Sun Solutions. This agreement is to perform work as defined in Estimate #2626, to furnish and install Llumar 7 mil safety film with Dow 995 structure silicone attachment on all window panes as defined at both Denfeld High School and Rockridge Academy.

The contract sum for this work as defined in the attached agreement is **\$13,075.00**.

Recommendation:

I am recommending that Ms. Cathy Erickson / CFO Executive Director of Business Services, enter into agreement on behalf of the School District with Elite Tinting & Graphics / Sun Solutions in the contract amount of **\$13,075.00**.

Attachments:

AGREEMENT

THIS AGREEMENT, made and entered into 24th day of July 2019, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Elite Tinting & Graphics/Sun Solutions, 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 ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 24, 2019, and shall remain in effect until project is complete, 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.** Per Reference Quote #4322 perform all work as referenced in Estimate #2626 – Installation of Llumar 7 mil safety film with Dow 995 Structural Silicone Attachment for windows identified in the proposal at both Denfeld High School and Rockridge Academy, for a lump sum not to exceed amount of **\$13,455.00 less reimbursement for survey charges paid on August 18, 2018 of \$380 for a revised not to exceed amount of \$13,075.00.**
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractors Insurance Policy;
 4. Pursuant to Minn. Stat. Sec. 16A.633, subd. 4 Jobs Report and Worksheet for State Funded Projects (Excel worksheet sent electronically);
 5. Supplementary Conditions and Insurance Requirements; and
 6. Any other documents identified by ISD 709.
4. **Background Check.** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\$13,455.00 less reimbursement for survey charges paid on August 18, 2018 of \$380 for a revised not to exceed amount of \$13,075.00.** Contractors are 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 the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice and electronic submission of the Excel Jobs Report and Worksheet for State Funded Projects by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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.

10. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of David Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Jeff Birdseye, Elite Tinting & Graphics / Sun Solutions, 4114 W Superior Street, Duluth MN, 55807.

12. **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 ISD 709.

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

14. **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 without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive quote requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **Insurance.** 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:

20. **Workers' Compensation Insurance:** Contractor must provide Worker's 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.

21. **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. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

22. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

23. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

24. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

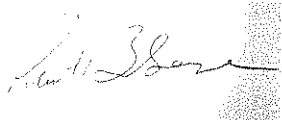
In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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.




DbA-Elite Tinting & Graphics

Tax ID 26-0839479

President -P.Birdseye

08/07/2019



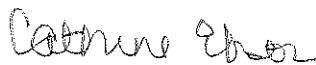
Program Director

7/24/2019

Date

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

01	810	215	000	176	130500
01	810	580	000	176	130500



CFO/Executive Director of Business Services

8-8-19

Date

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH PUBLIC SCHOOLS
215 NORTH FIRST AVENUE EAST, DULUTH, MINNESOTA 55802
**SUPPLEMENTARY CONDITIONS & INSURANCE REQUIREMENTS
FOR INDEPENDENT CONTRACTORS**

A) GENERAL LIABILITY INSURANCE:

The Contractors shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Minnesota such insurance, in an occurrence form, as will protect the Contractor from claims set forth below which may rise out or result from the Contractor's operation under the contract and for which a Contractor may be legally liable whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Claims for damages because of bodily injury, sickness, disease, or death of any person other than the Contractor's employees.

Claims for damages insured by usual Comprehensive General Liability coverage, including but not limited to personal injury and bodily injury coverages, which are sustained (1) by a person as a result of any offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.

Claims for damage other than to the work itself because of injury to or to destruction of tangible property including loss of use resulting there from.

Claims involving contractual liability insurance applicable to the Contractors obligations under the terms of the specific contract between the Contractor and ISD 709.

Such insurance shall be subject to "I.S.O. Comprehensive General Liability Form" or equivalent.

This insurance shall be written in an occurrence form and for limits not less than the following stated limits, or such other amounts established as the maximum liability of this Independent School District pursuant to Minnesota Statutes § 466.04 as that Statute provides on the date of this Contract, whichever is greater:

COMBINED SINGLE LIMIT OF PRODUCTS AND COMPLETED OPERATIONS LIABILITY	\$1,500,000 PER OCCURRENCE \$1,500,000 PER OCCURRENCE
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Coverage limits shall be doubled when the claim arises out of the release or threatened release of a hazardous substances as required by Minnesota Statutes § 466.04.

Coverage shall be maintained without interruption from day of commencement of the work until date of final payment and termination of any coverage required to maintain after final payment.

Prior to the commencement of work the Contractor shall provide ISD 709 with a certificate of the above described General Liability Insurance, naming ISD 709 as "Additional Insured". This certificate shall provide thirty (30) days written notice to ISD 709 of any change or cancellation prior to expiration.

B) WORKERS COMPENSATION:

The contractor shall maintain Workers Compensation Insurance in accordance with Minnesota Statutes.

Evidence of this insurance shall be submitted to ISD 709 in the form of a certificate. This certificate shall provide thirty (30) days written notice to ISD 709 should the policy be modified or canceled before the expiration date.

C) AUTOMOBILE LIABILITY INSURANCE:

When the Contractor will use motor vehicles during the course of completing the work covered by this contract the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Minnesota, Automobile Liability Insurance, including Personal Injury Protection and Uninsured and Underinsured Motorist Liability, at limits not less than as outlined below:

COMBINED SINGLE LIMIT	\$600,000 PER ACCIDENT
AND	
PERSONAL INJURY PROTECTION	STATUTORY
AND	
UNINSURED AND UNDERINSURED MOTORIST COMBINED SINGLE LIMIT	\$600,000 PER ACCIDENT

The Contractor shall provide ISD 709 with a certificate of the above described Automobile Liability Insurance prior to the commencement of the work. This certificate shall provide thirty (30) days written notice to ISD 709 of any change or cancellation prior to expiration.

D) PROPERTY INSURANCE:

Unless otherwise provided in the specifications, the Contractor shall maintain Property Insurance (builders risk completed value) in the amount of the contract sum as well as subsequent modifications there-to for the entire period of the contract on a replacement cost basis. Such insurance shall be on an all risk basis including theft and shall protect the interest of ISD 709, the Contractor and Subcontractors and shall name ISD 709 as an additional insured.

E) PERFORMANCE BOND AND PAYMENTS BOND:

If the contract price is greater than \$50,000, unless otherwise indicated, the Contractor shall furnish a bond in the amount of the contract price covering faithful performance of the contract and payment of obligations arising there under as required by Minnesota Statutes § 574.26, the required "Performance and Payment Bond AIA A312" form for this purpose is attached and shall become part of the contract documents.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligation arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

F) BID BOND:

Bid Bond: A bid bond or certified check payable to ISD 709 in an amount not less than five percent (5%) of the amount of the bid must accompany the bid if requested in the specifications.

Responses to ISD 709's Request for Quotation does not require submittal of a Bid Bond.

G) CONTRACTOR'S AFFIDAVIT:

Prior to final payment, Contractor must submit a complete "Contractor's Affidavit" for Sole Proprietor or Partnership/Corporation on the form attached.

H) CONSENT OF SURETY TO FINAL PAYMENT

Prior to final payment, Contractor must submit a complete "Consent of Surety to Final Payment".

I) RESPONSIBLE CONTRACTOR CERTIFICATION

Contractor shall complete Responsible Contractor Verification (if quote exceeds \$50,000) as defined in Minnesota Statutes § 16C.285, subdivision 3.

J) WAGE RATES AND HOURS:

The Contractor shall pay wages and benefits as required by the Minnesota Prevailing Wage Act, Minn. Stat. § 177.41, et seq. Any wage determinations which are found to be in error do not relieve the Contractor from responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the State Department of Labor and Industry. The Owner will not be held liable for increased labor costs, errors or changes to rates or classifications prior to awarding the construction contract. To the extent the federal Davis-Bacon Act applies, the Contractor is responsible for complying with its requirements.

A copy of the Prevailing Wage Determination Schedule has been included in these specifications, and is made a part hereof.

K) WITHHOLDING AFFIDAVIT:

When applicability is indicated in the specification: Prior to final payment to the Contractor for work performed pursuant to this bid the Contractor shall complete "Withholding Affidavit for Contractors IC-134" or "Exemption from Surety for Non-Minnesota Contractors SD-E" on attached forms as required by the Minnesota Department of Revenue. Unless otherwise stipulated in the contract, for purposes of final payment, 5% of the total contract amount will be retained pending the receipt of a fully executed IC-134.

L) TIMELY PAYMENT OF SUBCONTRACTORS:

Within ten (10) days of Contractor's receipt of payment from ISD 709, the Contractor must pay any subcontractor retained by Contractor for undisputed services provided by the subcontractor in furtherance of the contract work. Any undisputed amount due such subcontractor not paid on time shall bear interest at the rate of one and one-half percent (1-1/2%) per month, or any part of a month, which shall be paid by the Contractor. If the unpaid balance is \$100.00 or more, the minimum monthly interest payment shall be \$10.00. Contractor is advised that by reason of Minn. Stat. §471.425, Subd. 4a, if a subcontractor prevails in a civil action to collect interest penalties from a prime contractor, the subcontractor must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action.

M) CONTRACTOR'S RECORDS:

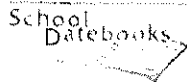
Subject to 1998 Minnesota Laws ch 386, art. 1, § 6: the books, records, documents, accounting procedures and practices of the successful bidder relevant to the project are subject to examination by ISD 709 or its designated representative and the State Auditor or Legislative Auditor as deemed appropriate for three (3) years after the final payments are made and all other pending matters are closed.

N) CONTRACTOR/SHORT TERM WORKER ACKNOWLEDGEMENT PROCEDURE:

In order to protect the contractor, building owner and occupants from any unexpected material disturbance, it is prudent to ensure that all persons with access to building materials be informed and knowledgeable about appropriate procedures when working around Asbestos Containing Material (ACM). This would include contractors, such as electrical, plumbing, remodeling, etc. The School District requires the contractor to be familiar with the Asbestos Management Plan for the building they are working in, indicate that they and their crew have either experience or training in working around ACM and have read and signed the Contractor/Short Term Worker Acknowledge Form. The signed form shall stay with the Asbestos Management Plan for the building. The Building Engineer shall monitor the work and report any disturbance of ACM to Facilities Management.

O) AMENDMENTS TO AIA DOCUMENT A201:

When the AIA document A201 "2007 General Conditions of the Contract for Construction" is used the attached shall apply.



2019 Imagine 8.5x11 Reorder

Order online @ schooldatebooks.com

2880 U.S. Hwy. 231 S.
Lafayette, IN 47909-2874
Phone: (800) 705-7526
Fax: (765) 471-8874

School
Lester Park Elementary
5300 Glenwood St
Duluth, MN 55804

Administrator
Ms Susan Lehna, Principal
Phone: (218) 336-8875
Fax: (218) 336-8879
Email: _____

Contact
Ms. Tracy Thompson, Administrative Assistant
Phone: (218) 336-8875 x 2652
Cell/Summer Number: _____
Email: tracy.thompson@isd709.org

Date: 8/21/2019
Sales Rep: Matt Biza
mattbiza@sdiinnovations.com
CSR: Mallory Huffer
mallory@sdiinnovations.com

Billing and Shipping

Bill To PG#:
Lester Park Elementary
Ms Tracy Thompson
5300 Glenwood St
Duluth, MN 55804
United States
Email: tracy.packingham@isd709.org

Ship To Lester Park Elementary
Ms Tracy Thompson
5300 Glenwood St
Duluth, MN 55804
United States
Email: _____

Desired Delivery Date: _____
Earliest Delivery Date: _____

No deliveries prior to 5/1/2019. To ensure on-time delivery, we will ship 7-10 days before your Earliest Delivery Date (EDD), if all deadlines are met. It is possible that your books may arrive before your Desired Delivery Date (DDD). Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 1-week window between the EDD and DDD is required.

Product	#Books	#Pages	Cost/Book	Base Cost
Imagine 8.5x11	10	0	\$3.09	\$30.90

Discounts *Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$30.90	x	0.00	\$0.00
4% Discount for contracts received by 10/19/18*	\$30.90	x	0.00	\$0.00
3% Discount for contracts received by 12/14/18*	\$30.90	x	0.00	\$0.00
2% Discount for contracts received by 4/5/19*	\$30.90	x	0.00	\$0.00
1% School District Discount	\$30.90	x	0.00	\$0.00

Cover Options *orders <250 will incur a per book enhancement fee; minimums apply

Custom PolyFusion™	100% custom, full-color front and back covers - highest durability	\$0.70	x	0	\$0.00
Custom Cardstock	High value, full-color, laminated cardstock front cover	\$0.40	x	0	\$0.00
Spirit	Durable cardstock; Make it your own with your school color, then add school name and logo.	\$0.20	x	0	\$0.00
Plastic Window	Artistic designs on PolyFusion™. School name will appear if handbook is added.	\$0.45	x	10	\$4.50

Standard Cardstock	Daydream	Destination	Explore	Inspiration	Pins	Prism	Seaside	Slate	Space 3D	Stamps 3D	Water	Circle Your Design Selection

Standard Cardstock	Durable cardstock covers in your choice of 3 stock-image designs	\$0.00	x	0	\$0.00
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Enhancements *orders <250 will incur a per book enhancement fee; minimums apply

Vinyl pocket page	\$0.30	x	10	\$3.00
Stickers (per sheet)	\$0.30	x	0	\$0.00
Card-stock hall pass	\$0.20	x	0	\$0.00

Accessories

Wall chart	\$5.00	x	0	\$0.00
This Week Marker (Minimum order of 25)	\$0.20	x	0	\$0.00
Teacher Lesson Plan and Grade Book (Minimum order of 25)	\$3.95	x	0	\$0.00
Illustration Posters Set 1 (Honesty, Fairness, Integrity, Courage, Determination, Perseverance)	\$19.99	x	0	\$0.00
Illustration Posters Set 2 (Respect, Trust, Ambition, Caring, Citizenship, Responsibility)	\$19.99	x	0	\$0.00
Photograph Posters Set 1 (Honesty, Fairness, Integrity, Courage, Determination, Perseverance)	\$19.99	x	0	\$0.00
Photograph Posters Set 2 (Respect, Trust, Ambition, Caring, Citizenship, Responsibility)	\$19.99	x	0	\$0.00

Enhancement Fee

Orders <250 will incur a per book enhancement fee; minimums apply	\$0.25	x	10	\$2.50
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Sub-Total* \$40.90

Shipping and Handling: 12%, Minimum \$25, Rate applies to contiguous US/Canada only. Int'l rates may vary. \$25.00

Sales Tax: Exempt#: 8014301 \$0.00

* Net 30 (Net due within 30 days from invoice date)

* Sales tax will be added if applicable

Total (USD) \$65.90

* Exchange policy: Custom orders (which includes handbook, personalized/custom cover, or any enhancements) cannot be exchanged. Non-custom orders can be exchanged for a different product at school's shipping expense. (Shipping must be via traceable method within 30 days of receipt.) No returns.

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to guarantee delivery by the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.

One-Year Contract

We agree to purchase datebooks from School Datebooks for the year of 2019-2020.

Three-Year Contract

We agree to purchase datebooks from School Datebooks for the years of 2019-2020, 2020-2021, 2021-2022 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract. (*Shipping rate subject to change after initial year.)

8/21/19

Date

Cathleen Lehna

Signed (School Administrator)

CFO

Title

AGREEMENT

Revised 3/3/15

THIS AGREEMENT, made and entered into this 16th day of August, 2019, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and, **Muy Pizza's MN LLC, 17890 Blanco Road Suite 401, San Antonio, TX 78232** 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 ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. This Agreement shall be deemed to be effective as of September 3, 2019, and shall remain in effect until June 4, 2020 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.** Quote-4323 Pizza – Denfeld At Risk Program per specifications and the response provided to the Quote.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Reimbursement.** Contractors are 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 the TIN is provided.
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 - 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

7. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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 ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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 ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 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 ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Muy Pizzas MN LLC, 17890 Blanco Rd Suite 401, San Antonio, TX 78232.

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 ISD 709.

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 without regard to conflict of laws considerations.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws

include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **Cancellation.** ISD 709 option per conditions outlined in the termination section of Bid-1251 specifications

17. **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.

18. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/ Executive Director of Business Services

19. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

20. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed

by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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.

INDEPENDENT SCHOOL DISTRICT NO. 709

Catherine Edger

CFO/Executive Director of Business Services

02-770-005-701-000-149001

CONTRACTOR

Muy Pizzas MN-LLC

By

Anna Schanen

Title

46-4013437

Taxpayer Identification Number

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of August, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Jennifer Brown, 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: 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.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 28, 2019 and shall remain in effect until September 30, 2019 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.** *Promotes mental health and facilitates student learning by providing a range of services including psychological and psychoeducational assessments, consultation, direct service, program planning and evaluation, and supportive research.*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$65/hourly not to exceed 23 days up to a sum not to exceed \$11,960.

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: Brenda Vieths, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2126 Lakeview Drive, Duluth, MN 55803.

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

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

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

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

<u>Jenny Brown</u> Contractor Signature	SSN/Tax ID Number	<u>8/22/19</u> Date
<u>Jason L. Ward</u> Program Director		<u>8/23/19</u> Date

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

This contract is funded by the following budget (include full 16 digit code), will be paid using Student Activity Funds or is no cost contract (e.g. Memorandum of Understanding):

01 - 420 - 005 - 740 - 000 - 1157.00
XX - XXX - XXX - XXX - XXX - XXXXXX

- Check this box if the contract will be paid using Student Activity Funds
- Check this box if this contract is a no-cost contract such as a Memo of Understanding

<u>Cathryn Elmer</u> CFO/Superintendent of Schools/Board Chair	<u>8-23-19</u> Date
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K-3 Reading Corps Site Agreement: 2019-20

The purpose of this agreement is to establish the basic parameters of the service site's participation in Reading Corps for the 2019-20 program year.

Reasonable accommodations provided upon request. This document is available in alternative formats.

- We recommend that you read this thoroughly and give a copy to your Internal Coach.
- We must have an electronically signed copy of the certification page on file before a tutor can be offered a position at your site. Please submit by April 22, 2019. You must complete the electronic version in its entirety to certify that you've read the agreement.
- By the first day of school, the site must designate a staff person(s) to become an Internal Coach and be registered for Institute.
- The award made to your school through this Site Agreement is pending federal and state funding decisions, which are typically received between May-June. The number of tutors awarded may decrease or increase depending on the outcomes of these funding decisions.

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Introductory Information

AmeriCorps Overview

Reading Corps is an AmeriCorps program. AmeriCorps is often called the “domestic Peace Corps.” It is a national service program that engages people in a service commitment, ranging from 5 months to one year, to service in meeting needs in their local communities. Since the program’s founding in 1994, more than one million AmeriCorps members have contributed more than 1.4 billion hours of service across America. For more information, visit www.americorps.gov.

Reading Corps Overview

Reading Corps is a proven initiative to help every child become a successful reader by the end of 3rd grade. Reading Corps effectively blends the people power of AmeriCorps with the science of how children learn to read. Reading Corps is now reaching nearly 40,000 students.

Program Partners

ServeMinnesota	State Commission on AmeriCorps programs partners in working to ensure Reading Corps has the necessary funding to operate and the model is being implemented with fidelity
Reading & Math, inc.	The fiscal host or agent for the Reading Corps program
ServeMinnesota and Reading & Math, Inc.	Provides training, technical assistance, and program evaluation to states in implementation and replication of the Reading Corps model; ServeMinnesota is the owner of the Reading Corps proprietary material. (Title to Proprietary Materials developed with the assistance of federal grant funding may also be governed by federal regulation at 2 C.F.R. § 200.315)

Roles in Reading Corps

Reading Corps member or tutor	Makes a commitment to serve for one year as an AmeriCorps member, serving as a literacy tutor in the Reading Corps program to provide literacy support to students.
Internal Coach	Trained by Reading Corps to provide on-site literacy support and oversight to the Reading Corps tutor. The Internal Coach is a school employee, not a Reading Corps tutor.
Master Coach	Literacy content expert who supports the Internal Coach in providing literacy support and guidance. Master Coach has a contract through Reading Corps.
Reading Corps program staff	Provide management and oversight to the Reading Corps program, including tutor management, site management, and compliance with AmeriCorps regulations.

Responsibility of the Service Site: **School Expectations**

I. ROLE

A school partnering with Reading Corps is referred to as a site. This is the location where a Reading Corps tutor is placed and performs his or her daily service.

II. WHO PLAYS THE PART

School administration (principal) and other staff

III. RESPONSIBILITIES

A. Commitment to the Reading Corps model

The site will commit to adhering to the Reading Corps model, as described below, to ensure the Reading Corps model is implemented with a high degree of fidelity at the site. Materials are intended for use by Reading Corps tutors and Internal Coaches, in their prescribed fashion only, unless otherwise approved by Reading & Math, Inc. and ServeMinnesota.

1. Have a mechanism in place to identify K-3 students who do not receive supplemental reading services (including special education or Title I) but are in need of additional support to meet state reading standards.
2. Follow the Reading Corps Eligibility Scores Table to determine which students are eligible for Reading Corps services. Reading Corps uses criterion reference target scores at each grade level to determine which students are eligible for tutoring.
3. Support the implementation of Reading Corps's research-based literacy interventions:
 1. Letter/Sound Correspondence
 2. Phoneme Blending
 3. Phoneme Segmenting
 4. Word Blending
 5. Repeated Reading w/ Comprehension Strategy Practice
 6. Newscaster Reading
 7. Duet Reading
 8. Pencil Tap
 9. Stop/Go
 10. Great Leaps *

** Note: Reading Corps provides the Great Leaps intervention and binder, and these materials remain the property of the program. Reading Corps asks that the site be responsible for maintaining and housing them in such a fashion that they can be re-used annually.*

4. Ensure that students receiving Reading Corps services are provided targeted literacy interventions for 20 minutes each day, five days a week* (100 minutes weekly). Students should not be served by Reading Corps during teacher-led core reading or math instruction.
** Exceptions will be made for schools that are only open four days per week.*
5. Support Reading Corps benchmarking (also known as screening data collection) during the fall, winter, and spring benchmark periods for current participants and participants from previous years. Fall benchmarking should happen as early as possible within the window in order for selection of students and for tutoring to commence quickly. Oversee weekly progress monitoring for participating students to guide tutoring interventions. Reading

Corps tutors are responsible for recording this data into the online data management system used by Reading Corps.

6. Coordinate tutoring interventions with the Internal Coach and/or teachers based on the needs of each individual student.
7. Ensure that Reading Corps tutors consistently serve a full caseload of students daily: Full-Time (FT) tutor: active caseload of 15-18 students; Part-Time (PT) tutor: active caseload of 10-15 students; Reduced Part-Time (RPT) tutor: active caseload of 8-15 students.
8. Adhere to the exit criteria guidelines set by Reading Corps that establish when a student is ready to be exited from Reading Corps services.
9. Provide demographic data & state-assigned student ID number for students receiving Reading Corps services. Support the Reading Corps programs in following federal (i.e., FERPA) and state regulations for data security and sharing.
10. Support activities and strategies that promote family involvement and increase the reading rich environment of the site, including the implementation of the Read at Home (RAH!)* family literacy intervention. In collaboration with the Reading Corps tutor, communicate with the parents of students who are receiving Reading Corps services.

Sites with a Kindergarten-Focus (K-Focus) Tutor: Enable Kindergarten-Focused Tutor to conduct five- day Repeated Read Aloud and targeted skill practice with assigned kindergarten students every school day. Each assigned kindergarten student will have two 20-minute tutoring sessions every day; a small group session and a pair tutoring session.

** Note: Reading Corps provides RAH! materials annually, but asks that the site be responsible for inventorying and housing extra materials from one program year to the next.*

B. AmeriCorps service environment

Reading Corps values the diversity of our staff, members, site partners, and students we serve. We value both the visible and invisible diversity present within our program. Reading & Math, Inc. believes that we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. By agreeing to be a site with Reading Corps 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.

Inclusive Environment: Provide the tutor with a safe and welcoming service environment. Treat tutors as part of the staff team, including inviting them to participate in staff activities and workshops, and in staff communication (e.g. adding to a staff email list). Tutors should be given a tour of the school and be personally introduced at a staff meeting or in a similar setting. Educate all staff about the purpose of the tutor position, and provide relevant updates to staff regarding Reading Corps in the building. The site is responsible for recovering site property that may be issued to tutor for use during the service term.

Commitment to Service: As an Organizational Value, we are committed to each other and the people we serve. As an AmeriCorps Program, our Members are committed to and contributing to positive change every day. To further support the Mission and Values of Reading & Math, Inc., we encourage and expect our Members to participate in national days

of service, such as Martin Luther King Jr Day and September 11th. We appreciate the support of our partnering schools / sites in this expectation.

Accessible Service Location: The service site must be accessible to people with disabilities.

Reasonable Accommodations: The service site will work with staff if a Reading Corps tutor requests reasonable accommodations in order to complete the essential functions of the position description.

Non-displacement: Per AmeriCorps regulations, members may not engage in service that displaces, even partially, an employee or position, or infringes on the promotional opportunity of an employed individual. Members 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. Reading Corps tutors are not to be counted in the teacher-student ratio. Examples of inappropriate indirect service may include subbing in a classroom, lunch duty, playground supervision, answering phones, running errands, taking the place of a stipend/paid position coaching sports or clubs, etc. Reference: 45 CFR §1216

Workspace and tutoring space: Provide tutors reasonable workspace to prepare for tutoring sessions and a locked drawer to store confidential student data. Provide reasonable and quiet space for tutors to work with individual students during the day.

Computer and Internet access: Provide the tutor access to a regularly updated computer with Internet access for Reading Corps related purposes (e.g., completing time sheets, entering student data, checking e-mail). The computer used by the tutor must have a modern web browser (Chrome, Firefox, or Safari) installed in either the browser's current or next-most-recent version, and should operate at a speed at least on par with computers used by staff. Any firewall software in use must permit unhindered and unrestricted access to all websites necessary for completing required Reading Corps related tasks and reviewing online Reading Corps support and training materials (e.g., viewing training videos posted to Vimeo). Issue an accessible e-mail address if common e-mail providers are blocked at the site.

AmeriCorps signage: Post an AmeriCorps sign provided by Reading & Math, Inc. in a visible location, preferably in the front office, to identify the school as an AmeriCorps site.

School name badge (optional): Provide the tutor with a school name badge, if required according to the personnel policies of the service site. A Reading Corps name badge will be provided by Reading & Math, Inc.

C. Staff support

1. **Administrative support:** The principal or executive director should be an advocate for the Reading Corps program in their building and ensure the staff is supportive of the program and the tutor(s). The administrator, in cooperation with Reading & Math, Inc. program staff, will aid the Internal Coach in overseeing tutor performance management.
2. **Internal Coach:** By the first day of the school, the site must designate a staff person(s) to become an Internal Coach and allow sufficient time for them to fulfill Reading Corps responsibilities (6-9 hours per tutor per month, plus training). Internal Coaches provide

literacy support and oversight of tutor(s); they may not be AmeriCorps members themselves. It is recommended that the Internal Coach **not** be a classroom teacher to allow for sufficient time for tutor observations.

If the designated Internal Coach is not able to complete the program year (e.g., takes a leave of absence from their position at the site), the site is required to designate or hire someone to serve as the Internal Coach for the remainder of the program year and may be responsible for paying Reading & Math, Inc. for all of its training costs for the new coach.

Review Internal Coach Responsibilities section for complete information about Internal Coach responsibilities and expectations.

D. Tutor Recruitment & Selection

The site will support tutor recruitment in its community, with the goal of filling all awarded tutor positions by **June 30, 2019**. **Tutor recruitment will continue until all positions are filled.** Reading & Math, Inc reserves the right to 1) re-allocate those positions to another site or 2) place tutors at the site without the site's involvement.

Reading & Math, Inc will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, age, or any other category protected by law.

1. **Tutor Selection Process:** Reading & Math, Inc. program staff responsibilities include interviewing, extending an offer, and conducting background checks as part of the tutor selection process. The site will not extend an official offer to any applicant nor otherwise veer from the selection process. Reading & Math, Inc. reserves the right to make the final decision regarding the selection of tutors and to enforce a fair and equitable process.
2. **Background Checks*:** Tutor service is contingent upon successful completion of a three-part federally mandated background check. More information is in *the Reading & Math, Inc. Staff Responsibilities* section of this agreement. So as not to delay student service, tutors may need to be accompanied while their FBI fingerprint check is pending. An individual is accompanied when they are in the physical presence of a person cleared for access to vulnerable populations. The site is responsible for verifying and documenting accompaniment during this period.

**The aforementioned is applicable to Reading Corps Fellows placed at Sites as well. Should additional checks be requested (background, TB or otherwise) it will be at the expense of the Site.*

3. **Replacing Tutors:** In most cases, the site may not replace a tutor who exits the program early. However, sites are allowed to replace a tutor who terminates service before completing 15% of the term, provided there is a Reading & Math, Inc. -approved individual training plan for the new tutor.

Sites may not replace a tutor in the following instances: 1) the exited tutor is eligible for a pro-rated education award or has completed more than 15% of the term, 2) other

Reading Corps sites have not filled allotted tutor slots, or 3) the tutor has been removed from the site by Reading & Math, Inc. The site may not refill the same slot more than once.

E. Tutor Retention

The site may not hire its tutor (or a tutor currently serving at another site) as a staff person during his or her term of service if it will prevent the tutor from fulfilling his or her service responsibilities. Sites are encouraged to ask job applicants if they are currently serving as a Reading Corps tutor. Every reasonable effort should be made to support a tutor in the completion of their Reading Corps commitment. However, hiring a tutor as an employee is allowable if a tutor is moving from welfare to work.

F. In-Kind Contribution Reporting

Sites will complete In-Kind Contribution Report(s). In-kind is a contribution made in the form of goods or services. The school's non-monetary contribution is necessary in order for Reading & Math, Inc. to operate and includes the value of items such as the following: 1) space, 2) office furniture, 3) phone/Internet, 4) computer, 5) photocopies, 6) internal coach's time dedicated to supporting Reading Corps.

Responsibility of the Service Site: **Internal Coach Responsibilities**

I. ROLE

The Internal Coach is designated by the principal and will be trained by Reading Corps to provide literacy support and oversight to the Reading Corps tutors. Internal Coaches will uphold the Reading Corps model and act as a liaison between teachers and tutors or program staff.

II. WHO PLAYS THE PART

School psychologists, RTI Specialists, reading teachers, literacy specialists, or instructional coaches are excellent candidates for Internal Coaches. Classroom teachers and administrators are typically not good candidates for Internal Coaches because it is difficult to find time to conduct observations during the school day. Reading Corps tutors may not be Internal Coaches.

An Internal Coach should:

- Be knowledgeable about the use of curriculum-based measurement
- Be knowledgeable about scripted reading interventions (Standard Treatment Protocol)
- Have time available to dedicate to the program, including attending required training and conducting coaching sessions
- Be knowledgeable in reading instruction

Background Check Requirement:

To comply with a regulation of our federal funder, Reading & Math, Inc. must conduct a National Service Criminal History Check, which includes an FBI fingerprint check, on Internal Coaches.

III. RESPONSIBILITIES & TIME COMMITMENT

Internal Coaches dedicate approximately 6-9 hours per tutor per month to Reading Corps, with more Internal Coaching time at the beginning of term of service and with first year tutors.

Additionally:

New Internal Coaches are required to attend 4 days of training total; this includes 3 days at Reading Corps Institute training the week of August 12, 2019 (pre-service typically held during August) and 1 day of training in the fall.

New K-Focus Internal Coaches also have an additional 4 hour webinar in the fall.

Returning Internal Coaches* are required to attend 2 days of training total; this includes one day at Reading Corps Institute training the week of August 12, 2019 (pre-service typically held during August) and 1 day of training in the fall.

*Returning Internal Coaches that have completed 2 years of Reading Corps Institute may have the option to test out of the 2019 Institute.

Required training + coaching for **1 tutor** = approx 0.1 FTE

Required training + coaching for **2 tutors** = approx 0.15 FTE

Required training + coaching for **3 tutors** = approx 0.2 FTE

1. **On-site orientation:** Provide an on-site orientation for the Reading Corps tutor. This will include a tour of the building, explanation of site policies (including dress code and child confidentiality), site expectations for the Reading Corps tutor, etc.
2. **Tutor Time Sheet Approval:** Approve tutor time sheets by the deadline. If a tutor's time sheet is not approved by the deadline for the pay period, the tutor's living allowance payment will be delayed.
3. **Tutor development:** Provide support to allow the tutor to develop professionally throughout the year, including inviting the tutor to participate in professional development opportunities at the site and/or district.
4. **Intervention Integrity Checks:** Complete an intervention integrity checklist twice-monthly (more often for pilots) for each intervention observed, provide feedback to the tutor, and enter intervention integrity check data into RCDMS [or] submit completed form(s) to Master Coach.
5. **Assessment fidelity checks:** Complete an Observing and Rating Administrator Accuracy (ORAA) three times a year during the benchmark periods. This must be completed until the administration by tutor is reliable and standardized, 95% accuracy. Enter assessment fidelity check data into RCDMS [or] submit completed form(s) to Master Coach
6. **Setting a schedule:** Develop a daily schedule with the tutor that includes:
 - a. Adequate time to complete hours of service per day:
 - Full-Time (FT) tutor serves 35 hours/week
 - Part-Time (PT) tutor serves 25 hours/week
 - Reduced Part-Time (RPT) tutor serves 18 hours/week at the site for the school year
7. An active caseload of students at any given time (15-18 students for Full-Time tutors and 10-12 students for Part-Time tutors and 8-15 students for Reduced Part-Time), with tutoring sessions occurring each day for 20 minute sessions.
 - a. Intentional literacy activities - the hours served by tutors, when they cannot be directly tutoring, should be intentional, literacy-forwarding activities that supplement their tutoring.
 - b. Sufficient time to complete data entry and respond to email (using a computer at the school); sufficient time to meet with the Internal Coach and prepare for tutoring sessions.
8. **Selecting passages:** Select and give tutors access to numbered and grade-level passages to use during tutoring sessions (e.g., Read Naturally, Easy CBM, Reading A to Z). Passages may not contain pictures. The progress monitoring and benchmarking passages should not be used during intervention time.
9. **Student and Intervention Management:** Work collaboratively with the tutor to select and exit students, and to determine appropriate reading interventions.
10. **Data Management:**

- a. Ensure that student data required by the Reading Corps model, and disclosed pursuant to the site's participation in Reading Corps as set forth in this agreement, is protected and records maintained in accordance with the data protection policies of the service site and the *Data and Evaluation* section of this agreement.
 - b. Verify the tutor has input the following information in the Reading Corps data management system:
 - i. Each student listed on the weekly schedule has an individual graph
 - ii. Data is up-to-date
 - iii. Interventions lines are added, as needed
 - c. Review and discuss progress monitoring graphs monthly utilizing the data decision making guidelines:
 - i. Ensure tutor is accurately entering student data into the Reading Corps data management system
 - ii. Determine which interventions should be changed for students not making sufficient progress
 - iii. Determine which students have met their goals and can be exited from service
 - d. Ensure accurate demographic information has been entered for each student.
11. **Consultation with Master Coach:** A Master Coach will meet with the Internal Coach and tutor(s) to conduct fidelity and integrity checks and review student progress. The frequency of Master Coach visits ranges from three times per year to once a month, depending on the site and Internal Coach's experience with Reading Corps. Additionally, Master Coaches, Internal Coaches, and tutors engage in monthly discussions and review of student data/progress.
12. **Tutor Performance Management:** Foster a growth-oriented learning environment for the tutor and support tutor professional development throughout the service term. Work closely with program staff and principal/administrator to address performance issues, if they arise. Tutors are expected to adhere to Reading Corps policies as well as site policies and procedures regarding issues such as confidentiality, safety, dress code, attendance, site behavior norms, etc. The site does not have the authority to dismiss a tutor, but should work in collaboration with Reading Corps program staff in enacting the Reading Corps disciplinary procedure. Notify program staff immediately of any performance concerns and document all observations timely and objectively.
13. **Administrative Duties**
 - a. Complete a semi-annual program survey
 - b. Participate in up to two site visits with program staff
 - c. Complete a tutor performance evaluation two times per year
 - d. Establish and maintain a sign-in/sign-out procedure on site for the Reading Corps tutor
 - e. Submit in-kind time sheets to record time contributed towards Reading Corps by requested deadlines.
14. **Special Site Visits:** Participate in special site visits to highlight and demonstrate the effectiveness of the Reading Corps program. These site visits may include representatives from the media, legislature, corporations, and other parties involved in

funding. Participation in special site visits may require time beyond the normal 6-9 hours per tutor per month allotted for Internal Coaches.

15. **Pilots:** Pilots may occur throughout the program year. Pilots enable Reading Corps to explore innovative strategies to better serve students to improve literacy outcomes. Internal Coaches will be consulted as to the interest, capacity, and fit of the site. If a partnering site agrees to participate in a pilot, time estimates for additional or modified responsibilities will be provided. Pilots will be confirmed with an addendum to the Site Agreement.
16. **Training: New Internal Coaches** are required to attend 4 days of training total; this includes 3 days at Reading Corps Institute training the week of August 12, 2019 (pre-service typically held in August) and 1 day of training in the fall.
New K-Focus Internal Coaches also have an additional 4 hour webinar in the fall.
Returning Internal Coaches* are required to attend 2 days of training total; this includes one day at Reading Corps Institute training the week of August 12, 2019 (pre-service typically held during August) and 1 day of training in the fall.

*Returning Internal Coaches that have completed 2 years of Reading Corps Institute may have the option to test out of the 2019 Institute. Note: The time to attend training is in addition to the 6-9 hours per tutor per month calculation.

If circumstances make it impossible for an Internal Coach to attend Reading Corps Institute or required training sessions on the dates scheduled, they must attend a make-up training session. Reading & Math, Inc. reserves the right to assess a fee to the site due to the costs incurred to the program by offering make-up session(s). The costs associated with Internal Coaches attending training are outlined in the table below.

Training Cost	Payment Responsibility of Site	Payment Responsibility of Reading & Math, Inc.
Training Fee for Regularly Scheduled Training Sessions		X
Training Fee for Make-up Training Session	X <i>(costs may vary from \$150-\$700 depending on the training)</i>	
Internal Coach Compensation	X	
Transportation (mileage, etc.)	X	
Event Parking/Hotel Parking	X	
Hotel	X	
Overnight Meals	X	
Training Materials		X
Lunch for full-day trainings		X

Responsibility of Reading & Math, Inc. (Reading Corps): **Master Coach Responsibilities**

I. ROLE

The Master Coach provides direct coaching support to the Internal Coach and Reading Corps tutors, supporting implementation and ensuring fidelity to the model. Master Coaches will observe tutors conducting benchmark assessments and implementing interventions, review student performance using individual student graphs, and facilitate communication with Internal Coaches regarding program implementation.

II. WHO PLAYS THE PART

Master Coaches are contracted consultants for Reading Corps who have education and experience in literacy interventions and assessments.

III. RESPONSIBILITIES

A. Training

Participate and/or provide training to tutors and Internal Coaches at Reading Corps Institute the week of August 12, 2019, at additional training sessions, and throughout the program year.

B. Support of Reading Corps Implementation

1. **Benchmark Preparations:** Communicate with the Internal Coach and Reading Corps tutor(s) in preparation for fall, winter, and spring benchmarking.
2. **Assessment Fidelity Checks:** Perform fidelity checks with the Internal Coach as the tutor administers the benchmark assessments to ensure reliability and to verify that data are being recorded completely and entered in a timely manner for each student.
3. **Alignment of Tutoring:** Facilitate ongoing communication with the Internal Coach about the alignment of Reading Corps tutoring with the core literacy program and individual student needs.
4. **Selection of Eligible Students:** Provide consultation, as needed, to the site regarding identification and prioritization of students who will participate in the program. This selection may occur in the spring prior to the current school year (via current tutors and/or spring benchmark data) or in the fall after benchmarking.
5. **Assessment Data:** Support the Internal Coach in supervising the collection of benchmark and progress monitoring assessment data. Ensure the progress monitoring and tutor log data are recorded weekly into the Reading Corps data management system.
6. **Assessment Interpretation and Feedback:** Participate in assessment feedback sessions at the site. Frequency of site visits range from three times per year to once a month, depending on the Internal Coach's and site's experience with Reading Corps. Each session will last approximately one hour per tutor, depending on individual needs. The assessment data and/or individual student progress will be reviewed and tutors equipped to adjust the interventions used, if needed. Additionally, Master Coaches,

Internal Coaches, and tutors engage in monthly discussions and review of student data/progress.

7. **Review of Student Graphs:** Review all student graphs in the Reading Corps data management system with the Internal Coach.

C. Communication

The Master Coach will communicate openly with all parties.

1. **Supervisory Support:** Support the Internal Coach in providing direction to the tutor regarding literacy-related issues (e.g., intervention implementation, student assessment, data entry).
2. **Literacy Questions:** Answer literacy-related inquiries from the Internal Coach. If a tutor has a literacy-related question, it should be directed to his or her Internal Coach. If the Internal Coach is unable to answer the question, the Internal Coach should consult with the Master Coach and relay the information back to the tutor.
3. **Updates:** Provide program updates to the Internal Coach, program staff, and Master Coach Coordinator as needed.

Responsibility of Reading & Math, Inc. (Reading Corps):
Reading & Math, Inc. Program Staff Responsibilities

I. ROLE

Reading & Math, Inc. program staff are employees of Reading & Math, Inc. They are responsible for providing oversight to the Reading Corps program, including tutor management and site management, and compliance with state and federal AmeriCorps regulations.

II. WHO PLAYS THE PART

A Reading & Math, Inc. staff member, Program Manager or Recruiter, collaborating with or consigning to other departments in the organization as appropriate.

III. RESPONSIBILITIES

A. Tutor Recruitment

A Reading & Math, Inc. program staff will coordinate recruitment efforts and provide additional guidance and support to sites in facilitating their own recruitment efforts.

B. Tutor Selection Process

The Reading & Math, Inc. program staff will have primary responsibility in interviewing, selecting, and placing Reading Corps tutors during the spring/summer of 2019.

1. **Interviewing and selection:** Reading & Math, Inc. program staff will screen all applications. They will conduct a phone interview of all eligible applicants. Program staff has the responsibility and authority to extend an offer for a position to an applicant. Reading & Math, Inc. reserves the right to make final selection decisions.
2. **Background Checks*:** Tutor service is contingent upon successful completion of a three-part federally mandated background check (FBI, statewide repository, and sex offender registry checks). Reading & Math, Inc. will conduct and pay for these checks. Program staff will notify sites if the applicant does not clear the background screening. Background check results cannot be shared with sites without written permission from the applicant.

**The aforementioned is applicable to Fellows placed at Sites as well. Should additional checks be requested (background, TB or otherwise) it will be at the expense of the Site.*

Reading & Math, Inc. will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, age, or any other category protected by law.

C. Tutor Management

1. **Tutor and Internal Coach training:** The Reading & Math, Inc. program staff is responsible for coordinating the logistics and scheduling the tutor and Internal Coach trainings that occur throughout the year.

2. **Reading Corps Data Management System Account:** The Reading & Math, Inc. program staff will provide information to the system administrator to set-up each user's account prior to their attendance at training in the Reading Corps data management system. Reading & Math, Inc. pays for the cost of the Reading Corps data management system.
3. **Site Visits:** Reading & Math, Inc. program staff will conduct site visit(s) during the year with each tutor, Internal Coach, and principal. Site visits may occur in person or via phone or internet. Program staff have discretion on the method of the site visit.
4. **Monitoring Program Requirements:** Reading & Math, Inc. program staff will track and monitor each tutor's progress in completing program requirements and provide timely updates to the Internal Coach to ensure tutors will complete required service hours by the end of their term of service.
5. **Tutor Personnel File:** Reading & Math, Inc. is responsible for completing and maintaining a personnel file for each tutor, which includes all required documents (e.g., time sheets, disciplinary action, performance evaluations, etc.)
6. **Tutor Benefits:** Reading & Math, Inc. and AmeriCorps are responsible for administering and overseeing the tutor benefits (as applicable), including: living allowance, education award, health insurance, federal student loan forbearance, and child care reimbursement.
7. **Conflict resolution:** Reading & Math, Inc. program staff will work together with the Internal Coach and tutor to resolve issues, as warranted. The Reading & Math, Inc. program staff, not the service site, has the authority to terminate a Reading Corps tutor's term of service. Reading & Math, Inc. maintains a formal grievance procedure.

D. Collect In-Kind Contributions

Reading & Math, Inc. program staff will monitor and approve in-kind reports submitted by the Internal Coach and administration.

Data and Evaluation

For questions related to Reading & Math, Inc. data collection, evaluation, and research, please contact:

David Parker, Vice President of Research and Development
david@serveminnesota.org or 612-746-1394

A. Data Privacy, Security, and Protection

1. RMI partners with ServeMinnesota, an AmeriCorps commission, to conduct studies for improving instruction and thus performs an institutional service and function for which the site would otherwise use employees. Data provided by DISTRICT/SITE to ServeMinnesota and RMI are provided for the sole purpose of furthering educational outcomes for students served by the Reading Corps Program.
2. The service site understands that it is making available to RMI some legally protected student data solely for the purpose of implementing the Reading Corps program, including for research for the purposes of improving educational outcomes for students. Tutors and Coaches that implement the Reading Corps program¹ will collect and record additional protected data as they implement the Reading Corps model. RMI requires that the service site take all necessary steps to protect student data as required by law.
3. RMI implements a unique approach to strengthening student reading capacity through the Reading Corps model. The Reading Corps model is designed to improve individual student reading skills using, among other components, student data to be responsive to specific student needs. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data² supplied by DISTRICT/SITE to ServeMinnesota and Reading & Math, Inc (RMI).

B. Reading Corps Data Collection

Reading Corps tutors and/or coaches collect the following data throughout the school year: 1) student assessment data, 2) tutor log data, and 3) fidelity data.

1. **Student Assessment Data**

Curriculum based measures (CBM) are assessments educators use to determine how students are progressing in relation to the instruction being given and the interventions that are being implemented.

- The CBM measures Reading Corps uses are from FastBridge Learning.
- The CBM measures are quick (1-3 minute) assessments tutors will use for benchmarking (three times per year) and progress monitoring (weekly) of Reading Corps students.
- Reading Corps provides tutors and coaches with access to the FastBridge Learning probes that are licensed for use within the Reading Corps program. Use of FastBridge Learning materials provided by Reading Corps are limited to use only within the Reading Corps program by its tutors, trainers, coaches; materials are not be copied or reproduced in any way and shall be used solely for the purpose of the Reading Corps program.

¹ Hereinafter referred to as “Tutors and Coaches”

² Personally identifiable data in this instance refers to any data defined as private information under federal and state law, and any non-private information that, when used in combination, may reveal private information on individuals.

- Reading Corps tutors are responsible for administering the assessments; Internal Coaches are responsible for observing the tutor for assessment reliability.
 - Reading Corps tutors are responsible for entering benchmarking and progress monitoring data into the Reading Corps data management system.
- a. **Benchmark Data:** Reading Corps tutors collect benchmark data three times throughout the year during the specified assessment windows set by Reading & Math, Inc. Students tested include those currently receiving Reading Corps services, those who have exited from Reading Corps services, and those who have received services in previous years. Table 1 lists the assessments that are administered at each benchmark collection period.

Table 1: Benchmark Assessments

	Fall Benchmark	Winter Benchmark	Spring Benchmark
	Aug 12 – Sept 20, 2019	Jan 6 – Jan 24, 2020	April 27 – May 15, 2020
K	<ul style="list-style-type: none"> • Test of Letter Names • Test of Letter Sounds 	<ul style="list-style-type: none"> • Test of Letter Names • Test of Letter Sounds • Test of Nonsense Words (English) 	<ul style="list-style-type: none"> • Test of Letter Names • Test of Letter Sounds • Test of Nonsense Words (English)
1	<ul style="list-style-type: none"> • Test of Letter Sounds • Test of Nonsense Words (English) 	<ul style="list-style-type: none"> • Test of Nonsense Words (English) • CBM-Reading (3 passages) 	<ul style="list-style-type: none"> • CBM-Reading (3 passages)
2	<ul style="list-style-type: none"> • CBM-Reading (3 passages) 	<ul style="list-style-type: none"> • CBM-Reading (3 passages) 	<ul style="list-style-type: none"> • CBM-Reading (3 passages)
3	<ul style="list-style-type: none"> • CBM-Reading (3 passages) 	<ul style="list-style-type: none"> • CBM-Reading (3 passages) 	<ul style="list-style-type: none"> • CBM-Reading (3 passages)

- b. **Progress Monitoring Data:** Reading Corps tutors conduct 1-minute progress monitoring assessments with students they are serving using a different grade-level progress monitoring probe each week (see Table 2). The tutor administers the 1-minute assessment within each student’s 20-minute Reading Corps tutoring session one time per week. Progress monitoring allows tutors and Internal Coaches to chart student progress, gauge effectiveness of current interventions, and determine when students are ready to be exited from Reading Corps services. Each student’s progress monitoring graph is reviewed monthly by a collaborative team of tutors and coaches.

Table 2: Progress Monitoring Assessments

K	<ul style="list-style-type: none"> • Test of Letter Sounds
1	<ul style="list-style-type: none"> • Test of Nonsense Words (Eng) (September – mid-March) • CBM-Reading (January – May)
2	<ul style="list-style-type: none"> • CBM-Reading
3	<ul style="list-style-type: none"> • CBM-Reading

2. Tutor Log Data

Reading Corps tutors will maintain a tutor log to document the number of minutes and the number of sessions each student receives of Reading Corps services each week. Reading Corps tutors will be responsible for entering this data into the Reading Corps data management system weekly.

3. Fidelity Data

Internal and Master Coaches will be responsible for using the Observing & Rating Administrator Accuracy (ORAA) checklist to observe tutors administering and scoring student assessments prior to each benchmark window (fall, winter, and spring) to ensure reliability. Internal and Master Coaches will also be responsible for using Intervention Integrity Observation Checklists to observe tutors using the prescribed interventions to ensure fidelity.

C. Student Demographic Information

The school will provide the tutor with accurate demographic information for each student receiving services through Reading Corps. The required information includes: state-assigned student ID number and/or district-assigned student ID number, first name, last name, gender, race/ethnic background, primary language, ELL (English Language Learner) status. The following information is optional: Special Education status, date of birth.

D. Reading Corps Data Management System

Tutors log assessment data, student demographic data, and intervention details in the Reading Corps data management system. This is a secure and reliable web-based application with industry standard access control. Participating students can be identified by their state-assigned student ID number and/or district-assigned student ID number, demographic characteristics, and first and last name. The Internal Coach, Master Coach, program staff, and designated program evaluators will have access to student data for their assigned sites; unauthorized users do not have access to any student level information. External program evaluators will only receive de-identified student data. The data entered into the system is maintained by ServeMinnesota.

Tutors will require adequate time to enter student data into the Reading Corps data management system during school hours, as they are not allowed to remove data from the site (with exception of some required Reading Corps training sessions where participants learn how to use their data). Schools should also provide a locked location for tutors to store student data in paper/pencil form. Tutors receive data confidentiality training during Reading Corps Institute.

E. Reporting Outcomes & Research Activities

ServeMinnesota and its Reading Corps affiliates are required to routinely report outcomes to stakeholders, including federal, state, and private funders. ServeMinnesota and its Reading Corps affiliates also engage in research and development designed to advance understanding of the Reading Corps model as well as literacy development and instruction in general. Such activities do NOT disclose identifiable student information in any reports, publications, or presentations

Research Requests: Reading and Math, Inc. and ServeMinnesota has have a formal research request process that can be used by parties interested in collaborating to answer empirical questions via access to program data. Program data includes demographic as well as service and performance data. Data privacy and confidentiality must be maintained by any researcher

provided access to Reading Corps data. Detailed information regarding the process and procedures to be followed by researchers are outlined in the research request forms. To access research request forms, please contact David Parker, Vice President of Research and Development, at david@serveminnesota.org.

Federal Policies:
Prohibited Activities for AmeriCorps Members

Note: It is advisable that the Internal Coach keep the following list of prohibitions in mind when reviewing Reading Corps member time sheets.

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service (Corporation), staff and members may not engage in the following activities:

- (1) Attempting to influence legislation;
- (2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- (3) Assisting, promoting, or deterring union organizing;
- (4) Impairing existing contracts for services or collective bargaining agreements;
- (5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- (6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- (7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- (8) Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
- (9) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- (10) Providing abortion services or referrals for receipt of such services; and
- (11) Such other activities as the Corporation may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo or Reading Corps logo while doing so.

[Reference: 45 CFR §2520.65]

Fundraising

The AmeriCorps member must abide by the regulations governing fundraising activities during the term of service.

[References: 45 CFR §2520.40 and 45 CFR §2520.45]

Not all examples listed in the regulations may be applicable.

Federal Policies:

Non-duplication and Non-displacement Policy

- **Nonduplication.** The Corporation for National and Community Service (Corporation) assistance, which is the funding that supports Reading Corps, may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of the 'nondisplacement' paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
[Reference: 45 CFR §2540.100(e)]

- **Nondisplacement.**
 1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
 2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
 3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
 4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
 5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 - Will supplant the hiring of employed workers; or
 - 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:
 - Presently employed worker;
 - Employee who recently resigned or was discharged;
 - Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - Employee on leave (terminal, temporary, vacation, emergency, or sick); or
 - Employee who is on strike or who is being locked out.

[Reference: 45 CFR §2540.100(f)]

Federal Policies:
Non-discrimination Policy

Reading Corps will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, age, or any other category protected by law.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

Reading & Math, Inc. 2400 Park Ave Minneapolis, MN 55404 (612) 206-3030

or

Office of Civil Rights and Inclusiveness, Corporation for National and Community Service
250 E Street, SW
Washington, D.C. 20525
(202) 606-7503 (voice); (800) 833-3722 (TTY); eo@cns.gov (e-mail)

Reading Corps makes every effort to ensure that its placement agencies have similar non-discrimination policies. Tutors with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their immediate supervisor, superior, and/or Reading Corps program staff. If the placement agency is found to be engaging in such activities, removal of current tutor(s) and denial of future tutors at that agency may result.

Discrimination on the part of fellow Reading Corps tutors also will not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the program. Reading Corps 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 tutor 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 Reading Corps program staff. Any tutor who is found to have engaged in harassment will be subject to appropriate discipline, up to and including expulsion from Reading Corps.

Note to service sites: In any case of discrimination related to a Reading Corps tutor, the service site must contact the Reading Corps program staff before taking action.

CERTIFICATION & SUBMISSION

If accepted into the Reading Corps and or Math Corps Program, our school agrees to:

(All items are required in order to partner with Reading Corps and Math Corps.)

Recruit a pool of highly-qualified applicants to fill EACH awarded Member position.

Support the recruitment and selection process of Reading Corps and Math Corps Members for my school in the spring (and into summer if necessary).

Support Reading and Math, Inc. (Reading Corps and Math Corps) in our commitment to equipping all staff and Members with the tools and resources necessary to cultivate an environment of inclusion and respect and celebrates all backgrounds and experiences

Collaborate with Reading and Math, Inc. (Reading Corps and Math Corps) to ensure a supportive environment for all Members, prioritizing personal and professional growth and Member wellness when managing Member performance

Report in-kind contribution amounts for Internal Coach time, materials and space contributed to the implementation of Reading Corps and Math Corps.

Ensure that the Internal Coach(es) attend Institute in August. If our Internal Coach does not attend August Institute (or the subsequent training sessions), our Member(s) may be moved to another school and we would lose Reading Corps and or Math Corps.

Ensure the Internal Coach(es) attend ongoing training throughout the year.

Allocate 6-9 hours per Member per month for the Internal Coaches(es) to fulfill the responsibilities to the Program(s).

Ensure all requested student data are provided to Reading Corps and or Math Corps in a timely manner, and that all students served by Reading Corps and or Math Corps complete assessments administered by the Member(s).

Provide information about Reading Corps and or Math Corps to all school staff, especially classroom teachers, prior to the start of the school year.

The school will be responsible for providing the tutor with accurate demographic information for each student receiving services through Reading Corps. The required information includes: state-assigned student ID, first name, last name, gender, race/ethnic background, primary language, ELL (English Language Learner) status.

Follow the Program model with fidelity.

Agree to abide by: Federal Policies: Prohibited Activities for AmeriCorps Members - [References: 45 CFR §2520.40 and 45 CFR §2520.45]

Agree to abide by: Federal Policies: NONDISPLACEMENT OF EMPLOYED WORKERS AND NONIMPAIRMENT OF CONTRACTS FOR SERVICE for AmeriCorps Members - [References: 45 CFR §1216]

Our Data Privacy, Security, and Protection Policy

- RMI partners with ServeMinnesota, an AmeriCorps commission, to conduct studies for improving instruction and thus performs an institutional service and function for which the site would otherwise use employees. Data

provided by DISTRICT/SITE to ServeMinnesota and RMI are provided for the sole purpose of furthering educational outcomes for students served by the Reading Corps Program.

- The service site understands that it is making available to RMI some legally protected student data solely for the purpose of implementing the Reading Corps program, including for research for the purposes of improving educational outcomes for students. Tutors and Coaches that implement the Reading Corps program¹ will collect and record additional protected data as they implement the Reading Corps model. RMI requires that the service site take all necessary steps to protect student data as required by law.
- RMI implements a unique approach to strengthening student reading capacity through the Reading Corps model. The Reading Corps model is designed to improve individual student reading skills using, among other components, student data to be responsive to specific student needs. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data² supplied by DISTRICT/SITE to ServeMinnesota and Reading and Math, Inc (RMI).

1. Hereinafter referred to as "Tutors and Coaches"

2. Personally identifiable data in this instance refers to any data defined as private information under federal and state law, and any non-private information that, when used in combination, may reveal private information on individuals.

Certification

This Site Agreement serves as an agreement between the service site and Reading Corps for the 2019-20 program year. The terms of this agreement will end on July 31, 2020. Amendments to this Agreement shall be done in writing. Failure to adhere to policies or to fulfill responsibilities outlined in this Agreement will become part of the selection criteria in the re-application process for the 2020-21 program year or could lead to the site forfeiting its awarded tutors for the 2019-20 program year.

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

Nathan Glockle

Principal Name and Site Name

Principal signature

Date

Catherine Erickson

08/22/19

Catherine Erickson, CEO

01-203-565-317-000-130500

Certificate Of Completion

Envelope Id: B6A00906F309408BB586BA73F4E0C3AB	Status: Delivered
Subject: Action: Reading Corps / Math Corps Site Agreement 2019-2020	
Source Envelope:	
Document Pages: 25	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Reading & Math, Inc.
Time Zone: (UTC-06:00) Central Time (US & Canada)	1200 Washington Ave S
	Minneapolis, MN 55415
	docusign@servetogrow.org
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Nathan Glockle	Signature	Timestamp
nathan.glockle@isd709.org		Sent: 4/15/2019 8:32:17 PM
Security Level: Email, Account Authentication (None)		Viewed: 8/20/2019 8:52:45 AM

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STUDENT TUITION CONTRACT


WHEREAS, Independent School District No. 4151, EdVisions Off-Campus High School (District 4151) is a public school in the state of Minnesota desiring to purchase educational services from Independent School District No. 709, to provide for the educational needs of District 4151 students desiring to take a class at the High School located in Independent School District 709.

WHEREAS, District 709 is willing to make available its program to one District 4151 student for the 2019-2020 school year.

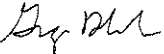
THEREFORE, it is mutually agreed for the consideration stated herein as follows:

1. District 709 shall permit District 4151 student _____ to register in, attend class at, and earn credit from District 709 as a tuition student, while remaining enrolled full-time at District 4151.
2. District 4151 shall pay tuition to District 709 based on the number of credits earned while registered at District 709. The tuition shall be \$634.80 per semester class, billable as credits are completed (semester or less frequently). Based on information from District 4151 anticipates paying for the equivalent of one semester-long classes for the school year. The tuition amount is based on the \$6348.00 formula amount from the state, 1.2 weighting, District 709 students taking 6 classes per year and divided in half for a semester. ($\$6348 \times 1.2 / 6 / 2$) This cost reflects that the enrolling district (District 4151) will not be keeping the 12% administration fee typical of OLL billing agreements.
3. District 709 will provide official documentation of course and Standards completion.
4. District 4151 will be responsible for any and all Special Education, extracurricular, and administrative costs.

The parties have executed this Agreement on this 28th day of August 2019.



ISD No. 709, Superintendent or Designee



ISD No. 4151 Co-Director - Gigi Dobosenski