

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July 2021, by and between Independent School District #709, a public corporation, hereinafter called “District”, and The Duluth Area Family YMCA, hereinafter called “Duluth Y”.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby the Duluth Y will provide programs or services in partnership with the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2021, and shall remain in effect until June 30, 2022 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, at each site to support the before and after school programs – K.E.Y. Zone – and its functions at the following sites:

- Lowell Elementary School
- Lester Park Elementary School
- Laura MacArthur Elementary School
- Congdon Park Elementary School
- Homecroft Elementary School
- Lakewood Elementary School
- Stowe Elementary School
- Piedmont Elementary School
- Myers-Wilkins Elementary School

Duluth Y and District program site coordinators have their own cards for purchasing. Staff abides by respective organizations purchasing policies.

### **Addendum 1- Staffing Design Model**

3. **Background Check .** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of contract until the results of the criminal background check(s) are on file. The Duluth Y abides by ISD 709 policy regarding background checks. Duluth Y will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.
4. **Reimbursement.** In consideration of the performance of Duluth Y of its obligations pursuant to this Agreement, District hereby agrees to reimburse Duluth Y for its services and expenses in performing said obligations as follows:

Direct expenses of Salaries and Benefits as well as pre-approved supplies, educational materials, and other Out-of-School-Time (OST) items needed to execute the program purchased by the Duluth Y for the K.E.Y. Zone programs will be invoiced to the District on a monthly basis. These invoices will also include a 12% administrative fee. The administrative fee of 12% will be based on the expenses submitted in each invoice. Total invoices shall not exceed projected budget (Other Contracted Services Fund 305). Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request. The Director of Community Education will review and sign off on all invoices prior to reimbursement.

## **Addendum 2 - Projected Budget.**

At the end of the fiscal year for the District – June 30, 2022 the total revenue and direct program costs will be audited and provided to Duluth Y. Duluth Y will receive 50% of the remaining amount less the previously paid 12% overhead charge from the District.

Duluth Y 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. Invoices will be submitted to the district on a monthly basis.
- b. Payment shall be made by the District within 30 days of submission of a proper invoice by the Duluth Y;
- c. Final payment after programs are audited will occur no later than September 15, 2022.
- d. 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 the Duluth Y for any expense claimed by Duluth Y 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 Duluth Y. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Duluth Y 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 Duluth Y has provided, prepared, or utilized in performance of the terms of this Agreement. The Duluth Y will have the same rights as stated above.

8. **Independent Contractor.** Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y'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.** Duluth Y 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 the Duluth Y 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 Duluth Y to District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered, care of Jay Roesler, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Duluth Y shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered to Melissa Fanning, Duluth YMCA, 302 W. 1<sup>st</sup> Street, Duluth, MN 55802.

10. **Assignment.** Neither party shall 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 other party.

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

12. **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.

13. **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.

14. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (60) days written notice to the other party as provided for in this Agreement.

15. **Data Practices.** Duluth Y 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.

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

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

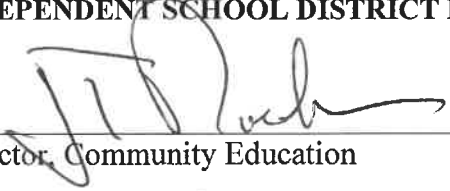
**Workers' Compensation Insurance:** Duluth Y must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Duluth Y will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

**Commercial General Liability:** Duluth Y 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 Duluth Y whether the operations are by the Duluth Y 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.

**INDEPENDENT SCHOOL DISTRICT NO. 709**

  
\_\_\_\_\_  
Director, Community Education

  
\_\_\_\_\_  
CFO, Executive Director of Business Services

\_\_\_\_\_  
School Board Chair

**THE DULUTH AREA FAMILY YMCA**

X   
\_\_\_\_\_  
Signature

SARA Cole  
\_\_\_\_\_  
Name

President and CEO  
\_\_\_\_\_  
Title

41-0693931  
\_\_\_\_\_  
Taxpayer Identification Number

# K.E.Y. Zone Staffing Design

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ISD 709 Duluth Public Schools Director of Community Education and Duluth YMCA Community Services Branch Executive Director: Directors will provide leadership and direction to all school year and summer programming. Directors will develop and monitor budgets and work to secure additional funding that will support the program. Directors will serve as ambassadors for the program at a local and state level.

Out of School Time Director: The Director oversees all aspects of program implementation, staffing, training, state certification compliance, and communication between all sites and program partners. The director supervises the Site Coordinators and participates in their performance reviews.

Site Coordinators: Each of the nine sites has a part/full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure Key Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, monthly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise, and review performance for all out of school time staff including AmeriCorps Members, youth specialists and/or lead staff. All coordinators undergo a background check and are trained in policies, procedures, and state certification requirements.

AmeriCorps Members: Members will be placed to provide academic enrichment, youth development, homework help and service learning.

Youth Specialists/ Lead Staff: Staff receive training in child development instructional strategies, building safety, behavior management, interventions and implementation methods. The number of staff needed per site depends on the number of children enrolled with a goal of a 1:15 student-to-staff ratio. All staff undergo a background check and ensure staff are trained in policies, procedures, and state certification requirements prior to being able to lead a group unsupervised.

Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in public spaces.

Student-to-staff ratios: 1:15 student-to-staff ratio in all grade K-5 activities not including volunteers. 1:10 student-to-staff ratio for any pre-kindergarten groups.

*-revised 06/2021*

**FY22 KEY Zone Budget**

Object Description	Fund	KeyZone	KeyZone
		FY 2021	FY 2022
		Budget	Budget
Fees from Patrons		1,436,000.00	1,373,694.26
Misc Revenue Local		500	500
<b>Total Revenues</b>		<b>1,436,500.00</b>	<b>1,374,194.26</b>
<b>04-570-xxx-321-272- Expenses</b>			
LIC SAL-HRLY, CLASSRM SUPPORT	114302	-	-
NON-LIC SAL, INSTR SUPPORT	114400	39,073.00	40,049.83
NONINSTR SUPPORT SALARY	117000	161,600.00	165,640.00
CLASSIFIED SUPPORT, HRLY SALARY	117002	-	-
STIPEND SALARY-LICENSED/CERT	118500	-	-
OVERTIME, SHIFT DIFFERENTIAL	118501	-	-
CERT TCHR SUMMER SCHOOL	118502	-	-
STIPENDS-NON LICENSED	118600	17,700.00	18,142.50
SEVERANCE PAY	119100	-	-
<b>Subtotal</b>		<b>218,373.00</b>	<b>223,832.33</b>
FICA/MEDICARE	121000	16,095.00	16,497.38
PERA	121400	15,778.00	16,172.45
CERTIFIED STAFF RETIREMENT	121800	-	-
HEALTH INSURANCE PRIMARY	122000	44,733.00	47,864.31
LIFE INSURANCE	123000	556	556
DENTAL INSURANCE	123500	1,461.00	1461
LONG TERM DISABILITY INSURANCE	124000	407	417.175
HRA HLTH REIMB ARRANGEMENT	125100	11,571.00	11571
WORKERS COMPENSATION	127000	706	706
UNEMPLOYMENT COMPENSATION	128000	164	164
OTHER EMPLOYEE BENEFITS	129900	-	-
<b>Subtotal</b>		<b>91,471.00</b>	<b>78,911.94</b>
OTHER CONTRACTED SERVICES	130500	1,000,500.00	1,000,500.00
COMMUNIC SVCS-PHONE, I-NET	132000	-	-
TRANSPORTATION CHRGBACKS	136500	11,100.00	8,325.00
TRAVEL	136600	2,200.00	1,650.00
ENTRY FEES/STUDENT TRAVEL	136900	-	-
RENTALS & LEASES-EQUIPMENT	137000	-	-
FEES-TUIT, ADMISSION, STUDENT	139400	2,000.00	1,500.00
PRINTING CHARGEBACK	139802	1,000.00	750.00
GENERAL SUPPLIES	140101	2,600.00	1,950.00

CLASSROOM SUPPLIES	143000	30,700.00	23,025.00
FOOD	149001	44,000.00	33,000.00
OTHER EQUIPMENT	153000	1,000.00	750.00
MISC-TO BE REALLOCATED	189900	-	
	Subtotal	1,095,100.00	1,071,450.00
	Expense Totals	1,404,944.00	1,374,194.26
	Net Profit/(Loss)	31,556.00	0.00