



Services Order Form

Order #: Q-114805-2
 Date: 5/15/2020
 Offer Valid Through: 5/29/2020

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Duluth Public School ISD 709

Address: 215 N. 1st Avenue East
 City: Duluth
 State/Province: Minnesota
 Zip/Postal Code: 55802
 Country: United States

Order Information
 Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: _____
 Email: _____
 Phone: _____

Primary Contact

Name: Adrian Norman
 Email: adrian.norman@isd709.org
 Phone: (218) 336-8756 x3

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Basic Support	7/1/2020	6/30/2021	Included	1	USD 0.00	USD 0.00
Canvas Cloud Subscription	7/1/2020	6/30/2021	User	2,100	USD 7.10	USD 14,910.00
Studio Cloud Subscription	7/1/2020	6/30/2021	User	2,100	USD 2.00	USD 4,200.00
Recurring Sub-Total						USD 19,110.00
Studio Standard Implementation			Per Implementation	1	USD 1,500.00	USD 1,500.00
Non-Recurring Sub-Total						USD 1,500.00
Year 1 Total						USD 20,610.00
Grand Total:						USD 20,610.00

Deliverable	Description	Expiration
Studio Cloud Subscription	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.	N/A
Studio Implementation	Implementation will include the following: * Creation of Studio Instance * Integration with Canvas via LTI * Admin creation and walkthrough	N/A

Deliverable	Description	Expiration
Studio Webinar Training	Two hours of remote training content on utilizing Studio.	12 Months

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
User	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

Product	Description
Studio Cloud Subscription	1 GB/subscription per User of storage is included in the annual subscription fee. Additional storage can be purchased for \$3,000 per 1 TB per year.

Duration: Instructure may begin providing the services on the later of: (i) ninety (90) days prior to the earliest start date; or (ii) the date of the last signature on this Order Form ("Effective Date"). Notwithstanding the foregoing, any third-party content purchased under this order form will be made available on the applicable start date listed above.

Miscellaneous: Instructure's support terms are available as follows:
 Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>
 Bridge: <https://www.getbridge.com/support-terms>
 Portfolium: <https://portfolium.com/support-terms>
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Billing Frequency Term:


Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is tax exempt: _____ <i>Please email any/all exemption certifications to ar@instructure.com.</i>

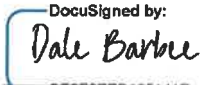
By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

01-211-611-303-000-146000

Duluth Public School ISD 709

Signature:	
Name:	Catherine A. Erickson
Title:	CFD
Date:	05/19/2020

Instructure, Inc.

Signature:	 <small>CE2F0EEB105141D...</small>
Name:	Dale Barbee
Title:	Pricing Analyst
Date:	5/20/2020

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

This contract is by and between *Duluth Public Schools, 215 N. 1st Avenue East, Duluth MN 55802* (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811* (hereinafter MINNESOTA STATE, LAKE SUPERIOR COLLEGE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

1. **DUTIES OF MINNESOTA STATE.** The MINNESOTA STATE agrees to provide the following:

Lake Superior College (LSC) CITS Staff shall:

- Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

Lake Superior College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.

- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Provide qualified faculty to teach concurrent courses at the high school.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at www.lsc.edu/cits.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Two thousand seven hundred fifty and 00/100 dollars (\$2,750.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Two thousand seven hundred fifty and 00/100 dollars (\$2,750.00) per teacher. The billing date for courses is October 30, 2020 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).

There is no cost to the student.

- b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses on October 30, 2020 with payment by DISTRICT due 30 days later.
4. TERM OF CONTRACT. This contract shall be effective on *April 23, 2020, or upon the date that the final required signature is obtained by MINNESOTA STATE*, whichever occurs later, and shall remain in effect until *June 30, 2021* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. AUTHORIZED REPRESENTATIVES.

- a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: Gail Netland
Title: Director of Curriculum and Instruction
Address: 215 N. 1st Avenue East, Duluth MN 55802
Telephone: (218) 336-8700 x1036
E-Mail: gail.netland@isd709.org

- b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:

Name: Sanna Shields
Title: College in the Schools Coordinator
Address: 2101 Trinity Road, Duluth MN 55811
Telephone: (218) 733-6910
E-Mail: sanna.shields@lsc.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
8. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.
9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.


The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:


1. MINNESOTA STATE COLLEGES AND UNIVERSITIES


Lake Superior College

By (authorized signature)	
Title	VP of Academic & Student Affairs
Date	4/23/2020

2. DISTRICT: Duluth Public Schools

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

By (authorized signature)	
Title	Director of Curriculum
Date	5/4/20

By (authorized signature)	
Title	CFO
Date	5-11-20

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement)	
Title	
Date	

01-211-005-000-200-

Attachment A - 2020-2021 LSC CITS COURSES

Cost: \$16,500 (6 x \$2,750)

- Please pay close attention to designated terms of course offerings as LSC faculty mentor assignments must be made prior to start of terms. If marked terms are incorrect, please make corrections prior to signing and returning to LSC.
- Accurate course end dates help us appropriately schedule course evaluations. Please review end date for each course listed and notify LSC if incorrect or missing.
- Changes/amendments to this contract must be made by August 1, 2020 for fall semester courses and December 1, 2020 for spring semester courses.

The following courses will be covered under this Concurrent Enrollment agreement:

Course	Title	Credits	HS Instructor	Terms Offered			Course End Date
				Fall (Sept-Jan.)	Spring (Jan-June)	All Year (Sept-June)	
**ALTH 1400	Intro to Allied Health (D&E)	2	Kimberly Olson	X			1/21/2021
**ALTH 1410	Medical Terminology (D&E)	1	Kimberly Olson	X			1/21/2021
**BIOL 1005	Intro to Cell Biology (E)	1	James Kyes			X	6/10/2021
**BIOL 1140	Human Anatomy & Physiology I (E)	4	James Kyes			X	6/10/2021
MATH 1150	Pre-Calculus (D)	5	Tim White			X	6/10/2021
MATH 1150	Pre-Calculus (E)	5	Bill Garnett			X	6/10/2021
MATH 1150	Pre-Calculus (E)	5	Peter Graves			X	6/10/2021
NUNA 1420	Nursing Asst/HHA (D&E)	4	Kimberly Olson		X		6/10/2021

**Indicates courses that are considered one course for one fee.

Duluth Public Schools

School	Duluth East (E)	Duluth Denfeld (D)
District Name	Duluth Public Schools	Duluth Public Schools
District #	709	709
CITS Contact	Jamie Savre	Leah Hamm
CITS Contact Email	jamie.savre@isd709.org	leah.hamm-digatono@isd709.org
Principal	Principal Danette Seboe	Interim Principal Laurie Knapp
Principal Email	danette.seboe@isd709.org	laurie.knapp@isd709.org
Superintendent	Superintendent William Gronseth	Superintendent William Gronseth
Superintendent Email	william.gronseth@isd709.org	william.gronseth@isd709.org
Curriculum and Instruction	Director, Gail Netland	Director, Gail Netland
Curriculum and Instruction Email	Gail.Netland@ISD709.org	Gail.Netland@ISD709.org

AGREEMENT

THIS AGREEMENT, made and entered into this 20 day of May, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Leanna Hudson , 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 1, 2020 and shall remain in effect until June 30, 2021, 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.** Support services include: Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students, meet with families in shelter or households to determined concerns and community support options, provide parenting support individually or in small groups at shelter and/or transitional housing sites, assist parents in maintaining appointments for children/youth within the community and school.

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

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$32/hour and \$22,000 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: Katie Danielson , 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) 1545 Torgenson Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

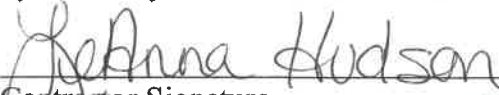

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 5-20-20

 Program Director _____ Date 5-20-20

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

This contract is funded by either:

1. The following budget (include full 16 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

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

XX	XXX	XXX	XXX	XXX	XXXXXX
01	216	005	401	637	130300
01	203	005	868	180	130300

_____ 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


 _____ Date 5-26-20
 CFO / Superintendent of Schools / Board Chair



150 Parkshore Dr, Folsom, CA
 95630
 Remit Email:
 renewals@powerschool.com
 FAX: (916) 288-1588
 Quote Date: 4/28/2020
 Quote #: Q-322034-3

Prepared By: Emiliano Lara
 Customer Name: Duluth Independent School District 709
 Contract Term: 3 Months
 Start Date: 7/1/2020
 End Date: 9/30/2020

Customer Contact: Peggy Blalock
 Title: Finance Manager
 Address: 215 NO. 1st AVE. E
 City: Duluth
 State/Province: Minnesota
 Zip Code: 55802-2058
 Phone #: (218) 336-8700

Fy 21

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 7/1/2020 - 9/30/2020				
License and Subscription Fees				
General Ledger Hosting Fee	BUSINESSPLUS HOSTING SERVICIES	1.00	Students	USD 32,587.60

License and Subscription Totals: **USD 32,587.60**

Quote Total

Initial Term	7/1/2020 - 9/30/2020
Initial Term Total	USD 32,587.60

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 4-28-2020

PO Number: _____

Duluth Independent School District 709

Signature:



Printed Name:

Catherine A. Erickson

Title:

CFO

Date:

05/01/2020

01-E-012-110-000-305-115

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, 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 April 27, 2020 and shall remain in effect until May 29, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming daily (3 days per week) Monday, Wednesday, Thursday

The AGENCY shall perform these services at: **2101 Trinity Road, Duluth, MN 55811.**

The approximate date the service will begin is **April 27, 2020** and shall not extend beyond **May 29, 2020**; the contract not to exceed a total of **14 Days** (attending 3 Days per Week - Monday, Wednesday, and Thursday. The District will pay 3 days per week @ \$30.00 per day).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15th of each month for the preceding month.

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

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

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

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$30.00 per day and **\$420.00** 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: Jason Crane , 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 Creation Station Child Care, 2101 Trinity Road, 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 Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		5-11-20
Program Director		Date

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

This contract is funded by either:

1. The following budget (include full 16 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

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

01	211	005	000	000	139300
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

	5-11-20
CFO / Superintendent of Schools / Board Chair	Date

Site Agreement: 2019-20

Math Corps



The purpose of this agreement is to establish the basic parameters of the service site’s participation in Math 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 _____ . 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

Math 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 1993, nearly one million AmeriCorps members have contributed more than 1 billion hours of service across America. For more information, visit www.americorps.gov.

Math Corps Overview

Math Corps is a proven initiative to help every child become proficient in algebra by the end of eighth grade. AmeriCorps members provide targeted tutoring interventions to 4th - 8th grade students who are not proficient in math.

Program Partners

ServeMinnesota	State Commission on AmeriCorps programs in working to ensure Math 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 Math Corps program.
ServeMinnesota and Reading & Math, Inc.	Provides training, technical assistance, and program evaluation to states in implementation and replication of the Math Corps model; ServeMinnesota is the owner of the Math 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 Math Corps

Math Corps member or tutor	Makes a commitment to serve for one year as an AmeriCorps member, serving as a Math Enrichment Tutor in the Math Corps program to help students develop their mathematics skills.
Internal Coach	Trained by Math Corps to provide on-site math support and oversight to the Math Corps tutor. The Internal Coach is a school employee, not a Math Corps tutor.
Master Coach	Math content expert who supports the Internal Coach in providing mathematic support and guidance. Master Coach has a contract through Reading & Math, Inc.
Math Corps staff	Provide management and oversight to the Math Corps program, including tutor management, site management, and compliance to AmeriCorps regulations.

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

I. ROLE

A school partnering with Reading & Math, Inc. is referred to as a site. This is the location where a Math 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 Math Corps model

The site will commit to adhering to the Math Corps model, as described below, to ensure the Math Corps model is implemented with a high degree of fidelity at the site. Materials are intended for use by Math 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 students who do not receive supplemental math services (including Special Education and Title I) but are in need of Tier II support to meet state math standards. Students that are not proficient on the state accountability assessment are eligible for Math Corps interventions.
2. Support the implementation of the Math Corps research-based intervention strategies that focus on numbers and operations through conceptual understanding, math computation, and problem-solving. This includes following the grade-level lesson sequences and administering assessments as prescribed by the Math Corps model.

Conceptual understanding: Conceptual understanding consists of basic comprehension of mathematical concepts such as concepts, operations, and relations in order to improve conceptual understanding. Math Corps will use intervention practices that are built on the Concrete-Representational-Abstract (CRA) approach. Concrete – Work through problems using a hands-on approach with manipulatives, Representational – Translate 3-dimensional to 2-dimensional with paper and pencil, Abstract – Understand math in symbolic form.

Math Computation: Math computation skills consist of accurate, proficient execution math operations and procedures. Math Corps begins intervention for math computation by ensuring students can accurately perform the computational skill they are learning. This includes modeling. Once students can accurately perform computational skills, Math Corps focuses intervention on helping students perform the skills proficiently, shifting focus from modeling to practice.

Word Problem-Solving: Word problem solving is the most complex skill to master because it requires students to use simultaneously several cognitively-demanding skills,

such as reading, screening relevant and irrelevant information, determining the operation to be used, and executing the problem. In order to improve word problem solving, Math Corps will use interventions that help students use strategies for systematically solving various problem types. This includes explicit instruction and guided practice, and also includes adult modeling of the strategy to help students learn ways to identify key problem components and use that information to determine what information needs to be calculated.

3. Ensure that students participating in Math Corps are provided targeted math intervention tutoring for a minimum of 90 minutes each week (preference is for tutoring sessions to be three days per week). Students are not to be pulled from core reading or math instruction.

Tutoring sessions are to be conducted with **pairs of students**. In rare cases, the Master Coach may approve a tutor to conduct tutoring sessions one-on-one.

4. Support the use of STAR Math (Renaissance Learning) for progress monitoring (accounts are provided to tutors by Reading & Math, Inc.). Students participating in Math Corps will be administered STAR Math on a monthly basis. In addition, support regular monitoring to guide tutoring interventions. Math Corps tutors are responsible for recording this data into the data management systems used by Math Corps.
5. Ensure tutors serve a full caseload of students at any given time (minimum 24 students for Full-Time tutors, minimum 12 students for Part-Time tutors). The deadline to have an established caseload and schedule is September 16th, 2019.*

***NOTE:** Position Types for Tutors include:

Full-Time (FT) - 7 hours of service per day at Site

Part-Time (PT) - 5 hours of service per day at Site

Reduced Part-Time (RPT) – 3.5-6 hours of service per day at Site

6. Adhere to the student selection and exit criteria guidelines for students receiving Math Corps services. Selection and exit criteria are provided to Internal Coaches and tutors during the Math Corps Institute.
7. Provide state-issued student ID numbers, demographic, and assessment data for all students receiving Math Corps services.
8. Ensure that during times when tutors are not able to provide direct tutoring service they are engaged in intentional math activities that supplement the core of their service (e.g., data integrity and input, intentional math activities with students).

B. Site Fee

1. Site agrees to pay the site fee in full by January 31, 2020. The site fee helps pay for the curriculum, training, and master coaching of the tutors placed at the site. The fee for each Full-Time (FT) tutor is \$1800, and for each Part-Time (PT) Reduced Part-Time (RPT) tutor (including Service Year Tutors) \$1000.

2. *Sites that request and are awarded Service Year Tutor positions (Non-AmeriCorps tutors) may be required to pay Service Year Tutor Site Fee to obtain those services in 2019-20.*

C. AmeriCorps service environment

Reading & Math, Inc. 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 & Math, Inc. you are committing to join our program in this continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by Reading & Math, Inc. or its partners that is not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement, and any further relationship between the Reading & Math, Inc. and the site named in this agreement could be terminated.

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 Math 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 Reading & Math, Inc. program staff if a Math 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. Math 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 Math 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 Math Corps related tasks and reviewing online Math 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 Math Corps name badge will be provided by Reading & Math, Inc.

D. Staff support

1. **Administrative support:** The principal or executive director should be an advocate for the Math Corps program in their building and ensure 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 Math Corps responsibilities (6-9 hours per tutor per month, plus training). Internal Coaches provide math support and oversight of tutor(s); they may not be an AmeriCorps member 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, take 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.

E. 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**. 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 based 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.

Reading & Math, Inc. continues to make improvements to strengthen the recruitment and selection process. Each site will work with an assigned recruiter, who will ensure a smooth placement process for tutors at each site. Once Site Agreements are signed, your recruiter will reach out to you to schedule a meeting to discuss logistics of the placement process including promoting your tutor positions and conducting interviews.

1. **Interviewing and selection:** Reading & Math, Inc. Recruiters will conduct in-depth phone screens and a more comprehensive final interview. The Math Corps service site may elect to participate in the final interview with the Recruiter; however, if the site is unable to participate due to scheduling, our experienced Reading & Math, Inc. Recruiter will be more than capable of completing the process independently. Reading & Math, Inc. is confident this process will provide a streamlined, candidate-centered, and timely process in selecting and placing tutors that are not only qualified but who are committed and motivated to serve at a Math Corps site.
2. **Extending an Offer:** Reading & Math, Inc. retains the authority to make final decisions about extending offers to candidates. The Reading & Math, Inc. Recruiter will offer the position to the applicant. The site will not extend an offer for a position 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.
3. **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 Math 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.*

4. **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 Math Corps sites have not filled allotted tutor slots, or 3) the tutor has been removed from the site.

F. 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 Math Corps tutor. Every reasonable effort should be made to support a tutor in the completion of their Math Corps commitment. However, hiring a tutor as an employee is allowable if a tutor is moving from welfare to work.

G. In-Kind Contribution Reporting

Sites will complete an In-Kind Contribution Report once a year. The site's non-monetary contribution is required for Math Corps to operate and includes the value of the following items: 1) space, 2) office furniture, 3) phone/Internet, 4) computer values. Internal Coaches will complete Monthly In-Kind Contribution Reports documenting the coach's time dedicated to supporting Math 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 & Math, Inc. to provide Math Corps support and oversight to the Math Corps tutors. Internal Coaches will uphold the Math Corps model and act as a liaison between teachers and tutors or Reading & Math, Inc. staff.

II. WHO PLAYS THE PART

School psychologists, RtI Specialists, math teachers, or math specialists 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.

An Internal Coach should:

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

We recommend that principals be thoughtful about incorporating this responsibility into a staff person's position. Challenges occur when a principal assigns this responsibility to a staff person who already has many other responsibilities.

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 Math 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 2 days of training total: 16 hours of Math Corps-sponsored training (pre-service typically held during August). This includes Institute training the week of August 12, 2019.

Returning Internal Coaches* are required to attend 1 day of training: total 8 hours of Math Corps-sponsored training (pre-service typically held during August). This includes Institute training the week of August 12, 2019.

***Returning Internal Coaches** that have completed 2 years of Math 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

Tutor Support

Internal Coaches should plan to dedicate approximately 6 – 9 hours per month to support **each** tutor. This time, described in more detail below, will be spent observing the tutor, setting student schedules, selecting interventions, consulting, and coaching.

1. **On-site orientation:** Provide an on-site orientation for the Math Corps tutor. This will include a tour of the building, explanation of site policies (including dress code and child confidentiality), site expectations for the Math 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 in the community.
4. **Intervention and Assessment Fidelity Checks:** Conduct fidelity checks, monitor tutor logs, and ensure accurate reporting of student data. Observe the interventions by tutors with students, determine the fidelity of the delivery of these interventions, and provide feedback to tutors based on these observations. Approximately one coaching session (fidelity observation) per month with follow up as needed. This must be completed until the administration by tutor is reliable.
5. **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
6. A full caseload of students at any given time (minimum of 24 students for Full-Time (FT) tutors / 12 students for Part-Time (PT) and Reduced Part-Time (RPT) tutors, with students receiving a minimum of 90 minutes of tutoring each week.
 - a. Intentional math activities - the hours served by tutors, when they cannot be directly tutoring, should be intentional, math 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.

7. **Student and Intervention Management:** Work collaboratively with the tutor to select and exit students. Work with grade level teams and/or administrative staff to determine which students will be selected to receive Math Corps services. Students eligible for Math Corps did not meet proficiency on their state accountability assessment.
8. **Data Management:**
 - a. Ensure that student data required by the Math Corps model, and disclosed pursuant to the site's participation in Math 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 inputs data in the Math Corps data management systems (MCDMS - Math Corps Data Management System and STAR Math)
 - c. Review and discuss STAR Math Data after each data collection (see Internal Coach calendar and Program Manual for additional details)
 - i. Ensure tutor is accurately entering student data
 - ii. Ensure STAR administration occurs with fidelity, and during the prescribed assessment and benchmark windows:
 1. Fall: Aug. 12- Sept 20th
 2. Winter: January 6 - January 24th
 3. Spring: April 27th-May 29th
 - iii. Help tutors ensure intervention delivery is adequate for all students not making sufficient progress
 - d. Determine which students have met their goals and can be exited from service.
 - e. Ensure accurate demographic information (state-issued student ID numbers, date of birth, gender, ethnicity, primary language, ELL status, free and reduced lunch status, and Special Education status) is collected on each student receiving services through Math Corps.
9. **Tutor Performance Management:** Ensure a supportive environment for all tutors, prioritizing personal and professional growth and tutor wellness when managing performance. Notify program staff immediately of any performance concerns and document all observations timely and objectively. Work closely with program staff and principal/administrator to address performance issues, if they arise. Tutors are expected to adhere to Reading & Math, Inc. policies as well as site policies and procedures regarding 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 & Math, Inc. program staff in enacting the Math Corps performance management procedure, if necessary.
10. **Consultation with Master Coach:** Master Coaches meet with the Internal Coach and tutors to conduct fidelity and integrity checks and review student progress. The frequency of Master Coach visits ranges from three to five times per year, depending on the site.

11. **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 Math Corps tutor
 - e. Submit In-Kind reports to record time contributed towards Math Corps by requested deadlines.

12. **Special Site Visits:** Participate in special site visits to highlight and demonstrate the effectiveness of the Math 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.

13. **Pilots:** Pilots may occur throughout the program year. Pilots enable Reading & Math, Inc. to explore innovative strategies to better serve students to improve student outcomes. Internal Coaches will be consulted as to the interest, capacity, and fit of the site. If an Internal Coach agrees to participate in a pilot, time estimates will be provided. Pilots will be confirmed with an addendum to the Site Agreement.

14. **Training:** Internal Coaches are required to attend approximately 16 hours of training (New Internal Coaches) or 8 hours (Returning Internal Coaches) throughout the year. Note: The time to attend training is in addition to the 6-9 hours per tutor per month calculation.
 - a. **Math Corps Institute:** Internal Coaches are required to attend Math Corps Institute the week of August 12, 2019. New Internal Coaches are required to attend two days (16 hrs) of training August and Returning Internal Coaches* are required to attend 1 day (8 hrs) of training in August.

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

If circumstances make it impossible for an Internal Coach to attend Math Corps Institute 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).
 - b. **Training Costs**

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.: **Master Coach Responsibilities**

I. ROLE

The Master Coach provides direct coaching support to the Internal Coach and Math Corps tutors, supporting implementation and ensuring fidelity to the model. Master Coaches will observe tutors conducting 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 & Math, Inc. who have education and experience in math interventions and assessments.

III. RESPONSIBILITIES

A. Training

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

B. Support of Math Corps Implementation

1. **Fidelity Checks:** Perform fidelity checks with the Internal Coach as the tutor administers the assessments and interventions to ensure reliability and to verify that data are being recorded completely and entered in a timely manner for each student.
2. **Alignment of Tutoring:** Facilitate ongoing communication with the Internal Coach about the alignment of Math Corps tutoring with individual student needs.
3. **Selection of Eligible Students:** Provide consultation, as needed, to the site regarding identification and prioritization of students who will participate in the program.
4. **Assessment Data:** Support the Internal Coach in supervising the collection of progress monitoring assessment data. Ensure the data is recorded weekly in data management system.
5. **Assessment Interpretation and Feedback:** Participate in assessment feedback sessions at the site. Frequency of site visits range depending on the Internal Coach and site's experience with Math Corps. 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.

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 math-related issues (e.g., intervention implementation, student assessment, data entry).
2. **Math Questions:** Answer math related inquiries from the Internal Coach. If a tutor has a math 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 & Math, Inc. Program Staff Responsibilities

I. ROLE

Reading & Math, Inc. staff are employees of Reading & Math, Inc. They are responsible for providing oversight to the Math 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

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. Recruiter will have primary responsibility in interviewing, selecting, and placing Math Corps tutors during the spring/summer of 2019.

1. **Interviewing and selection:** The Reading & Math, Inc. Recruiter will conduct in-depth phone screens and facilitate the final interview. The Math Corps service site will have the option to participate in the final interview. The Recruiter 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. Reading & Math, Inc. 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 based 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 Manager is responsible for coordinating the logistics and scheduling the tutor and Internal Coach trainings that occur throughout the year.
2. **Renaissance Learning (STAR Math) Account:** Reading & Math, Inc. will provide information to the Renaissance Learning administrator to set-up each user's account. Reading & Math, Inc. pays for the cost of Renaissance Learning.

If the site wishes to use a Renaissance Learning account other than Math Corps (district/school account), the site must:

- i. Inform Reading & Math, Inc. prior to the start of the school year
 - ii. Allow for all administrations of STAR given to Math Corps students to occur in the school/district account, and these administrations should fall within the prescribed schedule
 - iii. Provide Reading & Math, Inc. with access to STAR data for all students that receive Math Corps services throughout the year if not using the Reading & Math, Inc. provided Renaissance Learning account
3. **Math Corps Data Management System Account:** The Math Corps program staff will provide information to the system administrator to set-up each user's account prior to their attendance at training in the Math Corps data management system. Reading and Math Inc pays for the cost of the Math Corps data management system.
 4. **Site Visits:** Program Managers 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 Managers have discretion on the method of the site visit.
 5. **Monitoring Program Requirements:** Program Managers 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.
 6. **Tutor Personnel File:** Reading & Math, Inc. is responsible for completing and maintaining a personnel file for each tutor, which includes all required documents (employment eligibility I-9, time sheets, disciplinary action, performance evaluations, etc.)
 7. **Tutor Benefits:** Reading & Math, Inc. is 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.
 8. **Conflict resolution:** Reading & Math, Inc. Program Managers will work together with the Internal Coach in resolving tutor issues. The Reading & Math, Inc. staff, not the service site, have the authority to terminate a Math Corps tutor's service.

D. Collect In-Kind Contributions

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 Math 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 Math Corps program, including for research for the purposes of improving educational outcomes for students. Tutors and Coaches that implement the Math Corps program^[1] will collect and record additional protected data as they implement the Math 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 Math Corps model. The Math 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 data^[2] supplied by DISTRICT/SITE to ServeMinnesota and Reading and Math, Inc (RMI).

B. Math Corps Data Collection

Math 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

- Math Corps tutors are responsible for administering the assessments; Internal Coaches are responsible for observing the tutor for assessment reliability.
- Math Corps tutors are responsible for entering any necessary progress monitoring and/or mastery data.
- Math Corps tutors are responsible to administering STAR Math on the prescribed schedule to all students receiving services
- School sites are required to provide Math State Accountability Test scores for all students participating in Math Corps. This includes scores from spring 2019 and spring 2020

2. **Progress Monitoring Data:** Math Corps tutors conduct progress monitoring assessments with students they are serving. The tutor administers the assessments within the student's regularly scheduled Math Corps tutoring session. 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 Math Corps services.

3. Tutor Log Data

Math Corps tutors will maintain a tutor log to document the number of minutes and the number of sessions each student receives of Math Corps services each week. Math Corps tutors will be responsible for entering this data into MCDMS (Math Corps Data Management System) weekly.

4. Fidelity Data

Internal and Master Coaches will be responsible for using observations checklist to observe tutors administering student interventions and assessments to ensure reliability. Internal and Master Coaches will also be responsible for using observation checklists to observe tutors using the prescribed interventions to ensure fidelity.

C. Student Demographic Information

The school will be responsible for providing the tutor with accurate demographic information for each student receiving services through Math 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. Data Management System: Renaissance Learning (STAR Math) and MCDMS (Math Corps Data Management System)

Student assessment data, student demographic data, and tutor log data is stored in MCDMS (Math Corps Data Management System) and Renaissance Learning. Participating students can be identified by their state-assigned student ID number, demographic characteristics, 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. External program evaluators will only receive de-identified student data.

Tutors will require adequate time to enter student data during school hours, as they are not allowed to remove data from the site. Schools should also provide a locked location for tutors to store student data in paper/pencil form. Tutors receive data confidentiality training during Institute.

Renaissance Learning (STAR Math) Account: The Reading & Math, Inc. program staff will provide information to the Renaissance Learning administrator to set-up each user's account. Reading & Math, Inc. pays for the cost of Renaissance Learning.

If the site wishes to use a Renaissance Learning account other than Math Corps (district/school account), the site must:

- i. Inform Reading & Math, Inc. prior to the start of the school year
- ii. Allow for all administrations of STAR given to Math Corps students to occur in the school/district account, and these administrations should fall within the prescribed schedule

- iii. Provide Reading & Math, Inc. with access to STAR data for all students that receive Math Corps services throughout the year if not using the Math Corps provided Renaissance Learning account

E. Reporting Outcomes & Research Activities

ServeMinnesota and its Math Corps affiliates are required to routinely report outcomes to stakeholders, including federal, state, and private funders. ServeMinnesota and its Math Corps affiliates also engage in research and development designed to advance understanding of the Math 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 Math 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 Math 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 Math Corps logo while doing so.

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 Math 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.

- **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.

Federal Policies:
Non-discrimination Policy

Reading & Math, Inc. does not discriminate in program admission based on race, color, sexual orientation, military discharge, sex, national origin, age, disability, or any other characteristic unrelated to the ability to perform the essential functions or basic tenets of Reading & Math, Inc., or any bona fide occupational qualifications.

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
1201 New York Avenue, NW
Washington, D.C. 20525
(202) 606-7503 (voice); (800) 833-3722 (TTY); eo@cns.gov (e-mail)

Reading & Math, Inc. 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 & Math, Inc. 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 Math 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 & Math, Inc. 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 & Math, Inc. program staff. Any tutor who is found to have engaged in harassment will be subject to appropriate discipline, up to and including expulsion from Math Corps.

Note to service sites: In any case of discrimination related to a Math Corps tutor, the service site must contact the Reading & Math, Inc. 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

Duluth Public Schools, ISD 709

Principal Name and Site Name

Catherine Erickson

5/27/2020

Principal signature

Catherine A. Erickson

Date

CFO

01-203-565-317-000-130500

Certificate Of Completion

Envelope Id: B865441A6E414FD9A4D828351B1171EC
 Subject: Signature Needed by Friday, May 29th - Math Corps Site Agreement for 2019-20
 Source Envelope:
 Document Pages: 26
 Certificate Pages: 1
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Lizzie Morris Vogt
 1200 Washington Ave S
 Minneapolis, MN 55415
 lizzie.morrisvogt@servetogrow.org
 IP Address: 73.37.245.7

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Status: Original 5/19/2020 1:04:31 PM	Holder: Reading & Math, Inc. docusign@servetogrow.org	Location: DocuSign
Status: Original 5/26/2020 3:46:01 PM	Holder: Jessica Johnson jessica.johnson@servetogrow.org	Location: DocuSign

Signer Events

Signature	Timestamp
Nathan Glockle nathan.glockle@isd709.org Duluth Public Schools, ISD 709 Security Level: Email, Account Authentication (None)	Sent: 5/18/2020 9:19:45 AM Resent: 5/26/2020 3:46:28 PM Viewed: 5/27/2020 12:11:01 PM

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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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Richelle Peterson
 richelle.peterson@isd709.org
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature	Timestamp
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Notary Events

Signature	Timestamp
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Payment Events

Status	Timestamps
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Minnesota School Boards Association BoardBook® Premier Subscription Agreement

This BoardBook® Premier Subscription Agreement (Agreement) is by and between the Minnesota School Boards Association ("Reseller") and the below-named customer ("Subscriber"). The Agreement consists of (a) the **Order Form**, executed by Subscriber; and (b) the **General Terms and Conditions**, attached and incorporated by reference as Exhibit A. (All undefined capitalized terms herein shall have such meaning as described in the General Terms and Conditions.)

ORDER FORM

BoardBook® Premier Product Level ^(a)	Initial Term ^(b) Actual Dates	Initial Term Cost ^(c) USD	Renewal Term ^(b) Month/Day – Month/Day
Premier Tier 1	July 1, 2020- June 30, 2021	\$2,100	June 2021

- (a) Written product subscription is attached or available upon request.
- (b) A subscription term, whether initial or renewal, cannot exceed a year. An initial term may include Subscriber's migration from BoardBook® Classic to BoardBook® Premier. Unless otherwise agreed in writing, any cost quote for a renewal term applies to the first renewal only. Subsequent renewal terms are subject to price adjustment, as permitted by the Agreement.
- (c) Unless otherwise extended in writing by Reseller, price quotes will expire after 90 days if not accepted.

Subscriber Coordinator Information	Subscriber Billing Information
Name: <u>Melinda Thibault</u>	Name: <u>Melinda Thibault</u>
Title: <u>Executive Assistant</u>	Title: <u>Executive Assistant</u>
Phone: <u>218-336-8752</u>	Address: <u>215 North 1st Ave. E, Duluth, MN 55802</u>
Email: <u>Melinda.thibault@isd709.org</u>	Phone: <u>218-336-8752</u>
	Email: <u>melinda.thibault@isd709.org</u>

The undersigned parties accept and agree to be legally bound by the entire BoardBook® Premier Subscription Agreement and the persons executing this Agreement agree that they are fully authorized to enter into this Agreement.

Except as otherwise provided by the General Terms and Conditions, this Agreement can only be modified by a separate written instrument executed by the parties; any unilateral change or insertion by Subscriber will be deemed void and unenforceable. Subscriber's payment and use of the product will be

Coe

treated as acceptance of this Agreement, regardless of whether the Agreement has been fully signed by the parties.

ACCEPTANCE BY CUSTOMER:

01-010-005-000-000-130500

Subscriber Entity:

Authorized Signature:

William Gronseth

Printed Name:

William Gronseth

Title:

Superintendent

Date:

5-11-20

Purchase Order Number:

Governmental entity? Yes or No Sales Tax Exempt? Yes or No

If yes, provide a copy of your Sales Tax Exemption Certificate.

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Minnesota School Boards Association

Signature

Printed Name

Title

Date

Return Order Form to:

By email: ***gabbott@mnmsba.org***

By mail: **MSBA, 1900 W. Jefferson Ave., St. Peter, MN, 56082**

Exhibit A — BoardBook® Premier General Terms and Conditions

WHEREAS, the Minnesota School Boards Association (“Reseller”) is a reseller of BoardBook® Premier (“BoardBook”) and is authorized by the BoardBook supplier, TASB Inc. (“Supplier”), to make BoardBook available under these General Terms and Conditions (the “GTC”); and

WHEREAS, Reseller’s client or customer (“Subscriber”) accepts the GTC as evidenced through its execution of the BoardBook® Premier Subscription Agreement (“Agreement”);

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Reseller and Subscriber (also referred to as “party” or “parties”) agree as follows:

1. **Product.** BoardBook is a paperless meeting application used to create electronic meeting agendas and assemble board meeting materials. As a Software-as-a-Service (SaaS) product, BoardBook is internet-based and web-hosted. BoardBook is offered at different product levels, and the range of features and options vary based on the product selected by Subscriber. BoardBook is delivered through Supplier, in conjunction with one or more third-party affiliates.

2. **Access and Use.** Subject to the terms and conditions of this Agreement, Subscriber is granted a limited, non-exclusive, non-transferable right to access and use BoardBook for its internal business use only, to the degree and extent permitted by the product-level subscription ordered.

3. Intellectual Property.

(a) Except for the limited license granted herein, Subscriber acknowledges and agrees that it has no right, title, or interest in and to the BoardBook trademark, service mark, tradename or software application, including its programming codes, documentation, interfaces, sequences, or derivatives thereof (collectively “the BoardBook IP”). Subscriber acknowledges that the BoardBook IP includes trade secrets and proprietary information owned or under the legal rights of Supplier and other third parties and that such BoardBook IP is subject to the protection of federal and state copyright laws, as well as other laws protecting intellectual property and trade secret information. Subscriber will not directly or indirectly allow any of its users or third-parties to copy, modify, reverse compile, disassemble, reverse engineer, assign, rent, sublicense, or distribute all or any portion of the BoardBook IP. To the extent any design improvement or modification is made to the BoardBook IP at the suggestion or request of Subscriber, Subscriber hereby disclaims any right, title, or interest to such change, beyond the access and use rights otherwise granted herein, and assigns same to Supplier (or the third party designated by Supplier) without any right or claim to payment or consideration therefor.

(b) In the event of any claim or proceeding against Subscriber alleging that the BoardBook IP, as licensed through this Agreement, infringes on the rights of any third party, Supplier will indemnify Subscriber, provided that Subscriber promptly notifies Supplier in writing and grants Supplier with full authority to defend and settle such matter. Supplier shall have full authority to select counsel of its own choosing and Subscriber shall cooperate with such counsel. Notwithstanding the foregoing, neither Supplier nor Reseller shall be liable or responsible for any content uploaded or entered into BoardBook by Subscriber or any of its users.

4. **Technical Support.** Supplier will provide Subscriber with online or telephone-based technical support during its normal and customary business hours (U.S. Central Time), which times may be posted on the BoardBook website. Upon the initial activation of a BoardBook account, Supplier will provide at least one remote training session up to two (2) hours in length. Neither Supplier nor Reseller will be responsible for supporting non-BoardBook software applications installed on Subscriber’s computers or network. In the event that Subscriber requires legal advice on any issue, including but not limited to the

content of meeting agendas, Subscriber must consult its duly appointed legal advisor. No attorney-client relationship is established under this Agreement.

5. Subscriber Data.

(a) Content uploaded or entered into the BoardBook application by or through Subscriber shall be deemed the property of Subscriber (“Subscriber Data”). Subscriber Data includes, but is not limited to, (i) account credential information (e.g., email addresses, etc.); and (ii) meeting agendas, minutes, supporting documents, and resource files. Except as provided in Subsection (b) below, Reseller and Supplier disclaim having any proprietary right to Subscriber Data and will only access Subscriber Data to carry out their duties under this Agreement. Subscriber understands that BoardBook is NOT intended to serve as a repository for highly sensitive information, including personally identifiable information (e.g., Social Security numbers, medical or diagnostic information, credit card or bank information, student records, etc.). Thus, Subscriber will exercise due care and discretion in the content it uploads in BoardBook.

(b) As to Subscriber Data posted on BoardBook platforms that are open to the general public, Reseller and Supplier may access and use such content, subject to any copyright or other legal restrictions, for any and all legitimate business purposes, including but not limited to, the production and development of BoardBook. It is understood that any access and use of public-facing Subscriber Data shall be at Reseller and Supplier’s sole risk and that Subscriber shall not be held responsible for their use thereof.

(c) BoardBook is not intended to serve as Subscriber’s permanent data storage facility. Subscriber is responsible for archiving Subscriber Data that must be retained onto a platform or location outside of BoardBook. Although Supplier aims to maintain Subscriber Data for a rolling period of at least five (5) years, no guaranty is made that Subscriber Data always will be available for such length of time. Upon termination of this Agreement, Subscriber shall have access to Subscriber Data for a period of 30 days, after which point Subscriber Data shall be subject to deletion. Upon request, Supplier will cooperate with Subscriber in transferring or converting Subscriber Data into a useful format, within the capabilities and limitations of the BoardBook technology; however, no promise is made that Subscriber Data will be transferred in any particular format.

6. Confidentiality.

(a) Except as otherwise authorized under this Agreement, Reseller and Supplier agree to treat all Subscriber Data as confidential information. To the fullest extent authorized by law, Subscriber agrees to treat the BoardBook IP and this Agreement as confidential information. Notwithstanding the foregoing, either party may disclose confidential information where required by law or regulation, but only to the extent and for the purpose of such required disclosure, after providing the disclosing party with advance written notice (when legally possible), such that the disclosing party is afforded the opportunity to contest the disclosure or seek an appropriate protective order.

(b) The parties recognize and agree that money damages are an inadequate remedy for any breach of confidentiality and further recognize that any such breach would result in irreparable harm to the non-breaching party. Therefore, in the event of breach, it is agreed that the non-breaching party may seek injunctive relief to enjoin such activity, without need of posting bond or other financial security, in addition to seeking other available remedies.

7. Account Use/Operation.

(a) Access to BoardBook is limited to authorized users only based on the subscription level ordered. Subscriber is responsible for maintaining the confidentiality of its account access credentials and passwords and will immediately notify Supplier of any known unauthorized access or use. Upon request of Reseller, Subscriber will designate a primary account contact and will notify Reseller of any change thereto.

(b) The obligation of Subscriber to conduct its board meetings in accordance with applicable law and policy, including any open meetings law, resides entirely with Subscriber. Subscriber agrees that it will not use BoardBook to communicate or place any message or content that (i) is harassing, defamatory, or obscene; (ii) infringes on the intellectual property rights of others; or (iii) otherwise gives rise to civil or criminal liability. Reseller or Supplier shall have the right to immediately suspend account access, without right of partial refund, if either determines this provision of the Agreement has been breached.

8. Representations/Warranties.

(a) Supplier represents that BoardBook will be performed in good faith, consistent with commercially reasonable industry standards applicable to the service.

(b) NOTWITHSTANDING THE FOREGOING, AND TO THE FULLEST EXTENT ALLOWED BY LAW, BOARDBOOK IS PROVIDED "AS IS" AND "AS AVAILABLE." NO WARRANTY IS MADE, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF BOARDBOOK OR THAT BOARDBOOK WILL BE UNINTERRUPTED OR ERROR-FREE.

9. Limitations on Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, LIABILITY IS LIMITED AS FOLLOWS:

(a) EXCEPT FOR LIABILITY ARISING UNDER SECTION 3 (INTELLECTUAL PROPERTY), THE MAXIMUM AMOUNT OF MONEY DAMAGES RECOVERABLE THROUGH THIS AGREEMENT BY ANY PARTY, UNDER ANY CLAIM OR PROCEEDING BASED IN CONTRACT, TORT, OR OTHER THEORY, IS LIMITED TO THE AGGREGATE AMOUNT OF ALL FEES ACTUALLY PAID OR DUE BY SUBSCRIBER DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

(b) IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OR INABILITY TO USE BOARDBOOK.

(c) Any delay or failure to perform as required by this Agreement (other than for payment of amounts due) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

10. Term/Termination. The initial BoardBook subscription term under this Agreement shall be as stated on the Order Form and this term shall not exceed a period of one (1) year. After the initial term, the subscription shall automatically renew for successive annual periods unless the Agreement is terminated as provided herein. Either Subscriber or Reseller may stop the automatic renewal of this Agreement by giving the other party 30 days prior written notice of termination before renewal. Upon automatic renewal, if Subscriber fails to make required payment for the BoardBook subscription within 30 days of renewal, Subscriber will be deemed to have terminated this Agreement and BoardBook

access can be deactivated without notice. If Subscriber opts to terminate this Agreement during the middle of a subscription term, no prorated refund shall be due. Supplier or any party to this Agreement may terminate this Agreement for breach of any material obligation and seek any and all remedies allowed by law, consistent with this Agreement. Upon the termination of this Agreement, for any reason, Subscriber shall immediately cease any further use of BoardBook and, to the extent permitted by law, return or destroy any BoardBook IP in its possession.

11. Governing Law. This Agreement is governed by the laws of Minnesota, without regard to conflict of laws provisions thereof.

12. Third-Parties/Relationships. The parties agree that the GTC grant or impose certain rights and duties upon Supplier. It is agreed that Supplier and its third-party developer(s) or sub-suppliers of the BoardBook IP are third party beneficiaries to this Agreement as it applies to the BoardBook IP and shall have all such rights and duties to the degree specifically stated herein, but that no other third-party beneficiaries are created hereby. The parties agree that Supplier has the power, right, and discretion to enforce the GTC. The parties further agree that no principal-agent, partnership, joint venture, or employment relationship is created by or through this Agreement. BoardBook is provided as an independent contractor arrangement only.

13. Headings. Headings used in this Agreement are for ease of reference only and will not be used to interpret any aspect of this Agreement.

14. Entire Agreement. In the event of any conflict or inconsistency between the provisions of the GTC and any other provision of this Agreement, the GTC shall take precedence in reconciling the conflict or inconsistency unless Supplier agrees in writing otherwise. This Agreement, the components of which are defined on the Order Form, constitutes the complete and exclusive expression of the contract among the parties; and all previous representations, discussions, and understandings, whether written or oral, are superseded by said Agreement. If Subscriber is converting from BoardBook® Classic to BoardBook® Premier, this Agreement supersedes the prior subscription agreement once this Agreement takes effect. If any provision of this Agreement is determined to be illegal, void, or unenforceable, the remainder of the Agreement shall continue to be in force and effect.

15. Amendments. Reseller and/or Supplier may amend or replace the terms of the Agreement, including the GTC, by providing Subscriber with at least 30 days prior written notice of the change before renewal of the subscription, and the notice must include the actual change to the Agreement. Subscriber's continued use of BoardBook after the effective date of the change shall constitute acceptance by course of conduct, without necessity of obtaining the Subscriber's signature. Subscriber may opt out of any amendment or change through timely termination of the Agreement, as provided herein.

16. Notices. Unless otherwise directed in writing, any notice required by this Agreement shall be in writing and deemed duly tendered when delivered to the respective parties set forth on the Order Form. Formal notice for Supplier shall be sent to TASB, Inc., Attn: BoardBook Director, at the following address: P.O. Box 400, Austin, TX 78767-0400 (mailing address); or 12007 Research Blvd., Austin, TX 78759-2349 (physical address).

—END—

WDSE•WRPT PARTNERSHIPS PRODUCTION SERVICES AGREEMENT

This Production Services Agreement (the "Agreement") is made, as of the Effective Date set forth below, by and between Duluth Superior Area Educational Television Corporation, herein known as WDSE•WRPT, a Minnesota non-profit corporation whose address is 632 Niagara Court, Duluth, MN 55811 ("WDSE•WRPT"), and the Non-Profit identified below. WDSE•WRPT and Non-Profit hereby agree as follows:

1. **EFFECTIVE DATE.** The "Effective Date" of the Agreement is as follows: 05/06/20
2. **NON-PROFIT:** Name: Independent School District #709

Address: 215 N 1st Ave. E, Room 215
Duluth, MN 55802

Primary Contact Name: Bill Gronseth, Superintendent
Primary Contact Email: william.gronseth@isd709.org

Business Phone #: 218-336-8752

Federal I.D.#: 41-6003776

3. PRODUCTION.

4. **TERM.** "Start Date": 05/06/20 "Expiration Date": 01/06/21
The term of this Agreement (the "Term") is that period beginning on the Start Date and ending on the Expiration Date, unless the Agreement is sooner terminated in accordance with its terms or extended by way of written amendment.

5. **AGREEMENT TO PERFORM SERVICES.** In exchange for payment of the Fee (as defined in Section 6 below), and subject to the terms of this Agreement WDSE•WRPT agrees to perform the services specified below during the Term, or on the dates specified ("Production Services"). Production Services do not include broadcast.

- a. Denfeld High School 2020 Virtual Graduation (approx. 1 hour 20 min)
- b. Duluth East High School 2020 Virtual Graduation (approx. 1 hour 20 min)

6. **AGREEMENT TO PAY FEES.** Non-Profit agrees to pay WDSE•WRPT US \$10,000 (the "Fee") in accordance with the following payment schedule and terms:

Down Payment (50% of the Fee): **\$5,000**

Completion Payment (50% of the Fee): **\$5,000**

Each payment shall be due to WDSE•WRPT no later than thirty (30) days after the date of WDSE•WRPT's invoices.

7. **BROADCAST:** Subject to the terms of this Agreement, WDSE•WRPT intends to broadcast the Production over WDSE•WRPT broadcast services, including, but not limited to, The Minnesota Channel which is a broadcast service distributed to the stations of the Minnesota Public Television Association. Production plan is detailed in the attached proposal.

8. **GENERAL TERMS AND CONDITIONS.** General Terms and Conditions for this Agreement appear on the back of this form and are attached to and made a part of this Agreement. Each party confirms that it has read and agrees to the General Terms and Conditions applicable to this Agreement.

Duluth Superior Area Educational Television Corporation

Signature: 

Title of Person Signing: Gen. Mgr.

Date: 5/7/20

Non-Profit

Printed Name: Catherine A. Erickson

Signature: 

Title of Person Signing: CPD

Date: 5/7/20

PRODUCTION SERVICES AGREEMENT -- GENERAL TERMS AND CONDITIONS

A. TERMS AND CONDITIONS:

- 1) **OWNERSHIP OF THE PRODUCTION:** It is understood and agreed that all right, title, and interest in and to the Production, as well as any ancillary materials and products derived therefrom, shall at all times belong jointly and equally to the Non-Profit and WDSE•WRPT. Such joint copyright rights are, however, subject to the terms of this Agreement.
- 2) **ACCESS TO THE PREMISES:** To the extent Non-Profit designates the premises or locations to be involved in the Production, Non-Profit agrees to provide WDSE•WRPT reasonable access to the premises or locations as WDSE•WRPT deems necessary to prepare for and to carry out the Production.
- 3) **REPRESENTATIONS AND WARRANTIES:** WDSE•WRPT and Non-Profit each represent and warrant to the other that they each have the full right, power, legal capacity and authority to enter into this Agreement and to carry out the terms thereof and that they have not entered into, and will not enter into any agreement, which is inconsistent with any of the provisions of this Agreement and that neither party is aware of any litigation, pending or threatened, which would in any manner interfere with the full and complete enjoyment of their rights hereunder. Further, each party represents and warrants to the other that any materials provided by said party shall be provided free and clear and shall not infringe upon the copyright, trademark or other intellectual property rights, or violate the right of privacy, or constitute defamation or any invasion of any other rights of any person, firm or entity and that the Production and all materials shall be free and clear of any and all liens or encumbrances.
- 4) **INDEMNIFICATION:** Each party will indemnify and hold the other harmless as well as their officers, directors, trustees, employees, agents, share holders and partners from and against any and all claims, losses of damages, costs and expenses (including reasonable counsel fees) arising out of any material breach of any representation or warranty made by it hereunder.
- 5) **FORCE MAJEURE:** Neither WDSE•WRPT nor Non-Profit shall be liable to the other for the nonperformance of its obligations hereunder due to an event of "force majeure", which term shall include, without limitation, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, act of terrorism, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared) or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the control of either party.
- 6) **NOTICE.** All notices required by this Agreement shall be in writing, and shall be delivered or mailed to the party at its address indicated in this Agreement (except that either party may change its notice address by written notice to the other party).
- 7) **ASSIGNMENT.** Neither party may assign this Agreement without the other's advance written consent.
- 8) **TERMINATION:** This Agreement may be terminated prior to the completion of the Production upon two weeks written notice by either party. In the event this Agreement is terminated prior to completion of the Production, Non-Profit agrees that it will pay to WDSE•WRPT all fees necessary to cover expenditures made or committed by WDSE•WRPT for the Production including promotion thereof. In the event this Agreement is terminated prior to the completion of production and WDSE•WRPT has received all fees due under this Agreement, then WDSE•WRPT will return any fees paid by Non-profit to WDSE•WRPT in excess of those WDSE•WRPT has either spent or committed for the Production.
- 9) **ENTIRE AGREEMENT; NO MODIFICATION; NO WAIVER:** This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements between the parties on this subject. Except as expressly permitted in this Agreement, no modification or amendment of this Agreement shall be effective unless it is in writing and is signed by both parties. If one party breaches this Agreement and the other party elects not to terminate the Agreement for that breach, that election shall not operate as a waiver of any rights the party may have with respect to that or any other breach.
- 10) **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Each party consents to jurisdiction in Minnesota and agrees that venue of any dispute involving this Agreement is proper in St. Louis County,

Minnesota.

B. BROADCAST PROVISIONS:

If WDSE•WRPT and Non-Profit intend that the Production will be broadcast by WDSE•WRPT, then the following additional provisions apply:

- 1) **EDITORIAL STANDARDS AND CONTROL (OF THE PRODUCTION):** If this Production is intended to be broadcast by WDSE•WRPT or for other non-commercial broadcast, then, Non-Profit agrees to abide by all editorial guidelines applicable to the creation of content for broadcast on public television. In recognition of WDSE•WRPT's responsibilities as a broadcaster subject to Federal Communications Commission ("FCC") regulations and PBS guidelines, WDSE•WRPT shall have final editorial control over the Production and the right to review and approve promotion and advertising of the Production, if any.
- 2) **RIGHTS, CLEARANCES AND LICENSES:** Non-Profit shall be solely responsible for obtaining all rights, clearances, licenses and permissions necessary, in and to all elements contained in the Production (including, but not limited to all graphic or visual elements, music, and individuals or talent appearing in the Production), for all forms of distribution or uses as specified herein, worldwide in perpetuity, and/or as otherwise contemplated by Non-Profit or WDSE•WRPT.
- 3) **BROADCAST RIGHTS:** The parties agree that WDSE•WRPT and its successors and assigns shall have the exclusive right to broadcast the Production on its broadcast services throughout the world for six months beginning 60 days after completion of the Production.
- 4) **OTHER RIGHTS:** Further, the parties agree that the Non-Profit and WDSE•WRPT and its successors and assigns shall have the right to republish, use, broadcast or distribute some or all of the Production on the world wide web, for video-on-demand use, as well as in any media now known or hereafter devised, throughout the world. After such exclusive rights referred to in 2 and 3 above have expired, each party shall have the right to distribute the Production as they so desire, provided, however, the parties acknowledge that there may be necessary rights to obtain and payments to be made for such distribution. Each party shall be solely and exclusively responsible for any such clearances and payments for their respective distribution.
- 5) **FUNDING OF PRODUCTION:** To the extent Non-Profit must seek funding for the Production, Non-Profit agrees that it will do so in accordance with all underwriting guidelines and other laws applicable to public broadcasting.
- 6) **PROMOTION OF PRODUCTION:** WDSE•WRPT and Non-Profit shall each have the right to promote the Production and their association with it in a manner appropriate to the Production and the terms of this Agreement. WDSE•WRPT and Non-Profit grant each other permission to use trademarks and logos designated by each for use in connection with the Production.
- 7) **FAILURE TO BROADCAST THE PRODUCTION:** Local and world events and other priorities have an impact on WDSE•WRPT's broadcast schedule. The decision whether to broadcast a Production is solely in the discretion of WDSE•WRPT. In the event a Production is not broadcast as scheduled herein, then WDSE•WRPT, working with the Non-Profit, shall attempt to reschedule the broadcast. If, in the opinion of WDSE•WRPT, the Production cannot be broadcast, then WDSE•WRPT and Non-Profit will work together to resolve any issues between them. In no event will WDSE•WRPT be liable to Non-Profit for failure to broadcast the Production.

Initialed by: For WDSE•WRPT	Initialed by: For Non-Profit
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Editorial Guidelines

All of WDSE•WRPT's content is produced with support from its members, funders, non-profit partners, and other public service organizations that share WDSE•WRPT's mission and values. In all cases, WDSE•WRPT is responsible for the content it produces, acquires, and distributes and will always aim to ensure that content it distributes meets high standards for accuracy, fairness, and quality. WDSE•WRPT does this to fulfill its mission of enriching the lives of the communities it serves, and to carefully follow Federal Communications Commission (FCC) laws.

To help us and our partners, we have established the following editorial guidelines to assess potential projects, and to judge quality of our content before it is released.

When creating content distributed on digital and broadcast platforms, WDSE•WRPT will...

1. Never mislead our audiences

All content will be as truthful and complete as possible. We will never deliberately mislead our audiences.

2. Always provide full disclosure of partners and funders

We will always tell viewers which organizations, and major funders have helped support our work financially.

3. Respect the vital and exclusive role of our WDSE•WRPT co-production partners

In the case of WDSE•WRPT Partnership co-productions, we will be very clear who has helped us shape content while WDSE•WRPT retains ultimate editorial control of that content. Co-producers play a vital role in shaping some of our content. But this special relationship is limited to our partners and cannot extend to any other individuals or groups, including the funders of any project.

4. Not be used for simple self-promotion

While **WDSE•WRPT**, its partners, and any funders will receive appropriate and visible credit for producing and presenting content, that content must never be largely self-promotional.

5. Not be used for advocacy on issues of controversy

WDSE•WRPT productions sometimes deal with matters of public controversy, but our content must never be used for one-sided advocacy related to such issues. We will assure that in matters of public controversy, alternative viewpoints are acknowledged and fairly characterized.

6. Not pay for interviews

To avoid any perception of inappropriate influence in shaping the views of interview subjects, we will not pay for interviews. On occasion, we may choose to compensate participants for other roles they may perform to aid in our storytelling, but we will discuss this with all interested parties in advance before making any commitments.

7. Inclusiveness

WDSE•WRPT values diversity and inclusiveness in all aspects of its work. As such, we strive to present content that addresses a broad range of ideas, information and perspectives. This means that whenever possible, our content should reflect views from different backgrounds such as geographic areas, ethnicities, genders, sexual orientations, age groups, religious beliefs, political viewpoints and income levels.

NOTE: *These guidelines may change on occasion. Current events, changes in the law, and other matters may impact content distribution and production. In all cases for broadcast content distribution, The FCC requires that sole authority for approving broadcast of any completed program is held by **WDSE•WRPT**.*