

Agreement

Between the Center for Alcohol and Drug Treatment and the Duluth Public School District, ISD#709

I. BACKGROUND AND INTENT

This Agreement is between the Center for Alcohol and Drug Treatment, a non-profit community agency, and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Agreement is to encourage cooperation between the Center for Alcohol and Drug Treatment and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to have chemical dependency/substance use services including assessments and individual and group substance use services on site at secondary schools for those students requiring such services;

WHEREAS, the Center for Alcohol and Drug Treatment desires to locate Licensed Alcohol and Drug Counselors, in Duluth Public Schools to provide substance use/chemical dependency, chemical health, and recovery services for students;

THEREFORE, the Center for Alcohol and Drug Treatment and Duluth Public Schools agree that it is in the best interest of students and their families attending secondary schools in Duluth Public School District to enter into an understanding;

This Agreement is to enable and structure the collaboration between The Center for Alcohol and Drug Treatment and Duluth Public School District ISD #709 in its implementation of creating educational successes for students, through substance use/chemical dependency services to students with unmet substance use needs.

II. ROLES AND RESPONSIBILITIES

Roles of the Center for Alcohol and Drug Treatment and ISD #709

It is understood that the Center for Alcohol and Drug Treatment and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that

affect the overall success of the Agreement, in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

Role of the Center for Alcohol and Drug Treatment

1. The Center for Alcohol and Drug Treatment will have Licensed Alcohol and Drug Counselors onsite at secondary schools that will provide substance use/chemical dependency services to students at a regularly scheduled time and place for each of several sites as agreed upon by The Center for Alcohol and Drug Treatment's Executive Director, ISD #709 Mental Health Partnership Coordinator, Assistant Superintendent, and Secondary Principals.
2. Students referred by school personnel or parents will be seen individually or in groups for substance use services by the Licensed Alcohol and Drug Counselor at the student's school in a confidential setting for assessments and individual/group sessions according to established Center for Alcohol and Drug Treatment policies and procedures.
3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the Licensed Alcohol and Drug Counselor as needed. And occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.
4. Students served by the Center for Alcohol and Drug Treatment in the Duluth Public Schools are clients of the Center for Alcohol and Drug Treatment and are subject to the same rights and responsibilities as clients served onsite at the Center for Alcohol and Drug Treatment's main office.
5. Meet with Duluth Public Schools Administrative staff to plan a system of service delivery taking into consideration both the needs of the Center for Alcohol and Drug Treatment and ISD #709.
6. Locate Licensed Alcohol and Drug Counselors at Duluth Public Schools in order to provide substance use/chemical dependency services in a private setting.
7. Employ and be responsible for its employees placed at Duluth Schools.
8. Maintain appropriate professional liability insurance.

9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.
10. Obtain parental permission to provide services.
11. Maintain and own case management records of students served.
12. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. Duluth Public School District will not be responsible for the cost of services delivered by the Center for Alcohol and Drug Treatment.
13. Meet periodically with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership.
14. Ensure that meetings with the Licensed Alcohol and Drug Counselors do not conflict with necessary school scheduling such as specialist time and academic scheduling without administrative permission.
15. Ensure that substance use services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD 709

1. Meet with the Center for Alcohol and Drug Treatment administrative staff to plan a system of substance use service delivery.
2. Inform Principals and school staff of services available and work with the Center for Alcohol and Drug Treatment staff to develop a system to identify and refer students that may be in need of substance use/chemical dependency services. Meet periodically with the Center for Alcohol and Drug Treatment administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide the Center for Alcohol and Drug Treatment with a private meeting space for Licensed Alcohol and Drug Counselors with access to a telephone and internet connection.
4. Upon parental permission, the Center for Alcohol and Drug Treatment will be provided student schedules in order to meet with students for substance use/chemical dependency services.
5. Obtain parental permission before referring students to the Center for Alcohol and Drug Treatment for substance use/chemical dependency services.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9-6-2021 and will continue through 6-15-2022 unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. The Center for Alcohol and Drug Treatment and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations.

The Center for Alcohol and Drug Treatment and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgement. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Parents/Guardians may be referred to the Licensed Alcohol and Drug Counselors by members of the school staff for substance use services for their child or students may self-refer themselves or through his/her parent according to established Center for Alcohol and Drug Treatment procedures using a written referral form. The Center for Alcohol and Drug Treatment staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD #709 to refer students that are displaying need for substance use/chemical dependency services to the Center for Alcohol and Drug Treatment for substance use services.

Data Collection. Duluth Public School District, upon receiving a signed data sharing agreement and/or release of information from the parent/guardian (form must specifically list each type of

data to be shared), will be responsible for sharing grades, attendance records, and behavioral violations to the Center for Alcohol and Drug Treatment when requested.

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

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

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, current, and on file.

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

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

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

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

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

Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 215 North 1. 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) Center for Alcohol and Drug Treatment, Attn: Tina Silverness/Chief Executive Director, 314 West Superior St. Suite 400, Duluth, MN 55802.

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

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

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

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

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

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.

Mutual Consent to Collaboration. Center for Alcohol and Drug Treatment and Duluth Public School District agree to work cooperatively to establish times and locations for substance use/chemical dependency services, determine a schedule, make and review referrals and consistently communicate with one another in order to take the steps needed to implement this Agreement.

DocuSigned by:

67217C312980471...
Date: 3/16/2021
Tina Silverness, Center for Alcohol and Drug Treatment


Date: 4/9/21
Cathy Erickson, Executive Director of Business Services, ISD #709



DIGITAL TICKETING AND EVENT MANAGEMENT SOFTWARE SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into on the latest date under signatures herein ("Effective Date") between HomeTown Ticketing, Inc. (hereinafter "HOMETOWN") and Duluth Public Schools ("Client"). For good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

1) TERM

The term of this Agreement will commence on the Effective Date and will continue for a period of one (1) year thereafter and will automatically renew for successive one (1) year terms, unless either Party provides written notice of its desire not to renew at least thirty (30) days prior to the expiration of the then-current term (the initial term, together with any renewal terms, collectively, the "Term"). Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.

2) HOMETOWN DESCRIPTION OF SERVICES

- a) HomeTown will provide a platform to allow Client to make online ticket sales to its customers ("Customers").
- b) HOMETOWN agrees to provide an online dedicated "box-office" software platform for Client and Client's departments or teams to access at any time, from any compatible, web-capable device, which will allow relevant personnel to create, manage, and monitor their event ticketing needs. System will enable customers/fans of Client to purchase digital tickets to listed events via Client's website.
- c) HOMETOWN will provide an online ticketing platform along with cloud hosting, technical services, and support for Clients. HOMETOWN will also provide customer (fan) support if Client's customers contact HOMETOWN directly.
- d) The current features of HOMETOWN's platform may be upgraded, altered, amended, revised, or eliminated at HOMETOWN's reasonable discretion.
- e) HOMETOWN warrants that its online ticketing system will bill customers for ticket sales as directed by the event configuration in the online box office. HOMETOWN shall ensure that the organization receives the full value of all tickets sold for events through its online ticketing system.
- f) HOMETOWN will charge the ticket face value, and the following service and credit card ("CC") processing fees for online transactions (collectively, the "Fee"): \$1 per-ticket fee + CC fees (currently 2.9% + \$0.30 per-order) directly to the Fan at time of transaction. Point of Sale orders will charge customer the ticket face value + CC fees of 2.7% + \$0.05 per transaction. HomeTown Ticketing does not charge fees on zero-value tickets.
- g) Season Tickets and Passes are personalized and available in both digital format and professionally produced physical cards. The cost of a digital season pass is \$3 (per pass) and professionally printed passes are \$5. Fees for Season Tickets and Passes are passed on to the consumer unless otherwise noted by the Client.

3) STRIPE UTILIZATION

- a) For the term of this agreement, Client agrees to utilize HomeTown's exclusive payment processing company, Stripe, Inc. in order to provide Client direct access to face value ticket revenue, reporting and PCI compliant financial transaction. Client will set up an account directly with Stripe and hold an independent business relationship with Stripe through independent Terms of Service found at <https://stripe.com/legal>.

4) RELATIONSHIP OF PARTIES

At all times under this Agreement, HOMETOWN shall be considered an independent contractor. Nothing contained herein, nor any course of action or failure to act, shall be construed to create a partnership, joint venture, common business association, or any other similar entity; nor shall any such action or failure to act be deemed to create an employer-employee or agent-servant relationship between the parties. HOMETOWN and those within its employ shall not be considered employees of the Client for any purpose whatsoever, nor shall the Client act as, or be held out by the HOMETOWN to be, a "common paymaster" for the employees of the HOMETOWN within the meaning of United States Treasury Regulation §31.3121(s)-1 (Title 26 C.F.R. §31.3121(s)-1).

5) CLIENT RESPONSIBILITIES

- a) Client is responsible for the general operations of their events.
- b) Client is responsible for any refunds and for implementing a refund policy and any event or other policies. These policies must be visible on Client's website and conveyed to any customers who purchase tickets through the HOMETOWN platform. HOMETOWN does not provide refunds of any fees, except in the case of full cancellation of an event by the Client due to unforeseen circumstances including natural disaster or COVID-19 protocols. Any other full refunds Client may choose to make to customers will cause the fee to be deducted from Client's account balance to cover the cost of said fees.
- c) Client will be responsible for payment of all such taxes (other than taxes based on HOMETOWN's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of services.

6) DATA OWNERSHIP

- a) HOMETOWN and Client jointly retain the rights to the ticket sales data in Client's box office and can use this to market to Customers or aggregate the data for statistical purposes during the term of this Agreement.
- b) Upon termination of this Agreement, Client shall receive full rights to all data, including event, customer, and sales records, after the time of termination.
- c) Client grants HOMETOWN limited rights to utilize aggregated (anonymized) data for statistical purposes (including website traffic, total ticket sales and revenue, volume of participating schools and their names, and other aggregate data of similar nature) in its marketing & reporting efforts and to monitor system operations & reliability, which shall survive termination of this Agreement.

7) LIMITATION OF LIABILITY

- a) Client agrees to indemnify, defend and hold harmless HTT and its affiliates and their respective directors, officers, employees, successors and agents from and against any and all claims, damages, proceedings, costs and expenses made by third parties resulting from or in connection with: (a) any failure to comply with applicable law or data privacy standards, or any gross negligence, willful misconduct, or other false, misleading or deceptive business practices or advertising; or (b) infringement of copyrights, patents, trademarks or theft of trade secrets related to any Client furnished materials.
- b) HTT agrees to indemnify and hold harmless Client and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, damages, proceedings, costs and expenses made by third parties resulting from or in connection with: (a) any failure to comply with applicable law or data privacy standards, or any gross negligence, willful misconduct, or other false, misleading or deceptive business practices or advertising; or (b) infringement of copyrights, patents, trademarks or theft of trade secrets related to the license or use of the HTT technology by Client in accordance with this Agreement.

8) INSURANCE

For as long as HOMETOWN's obligation to indemnify remains in effect, HOMETOWN will maintain comprehensive liability insurance, including product liability coverage, in minimum amounts of One Million Dollars (\$1,000,000) U.S. currency per occurrence and Three Million Dollars (\$3,000,000) U.S. currency in the aggregate, One Million Dollars (\$1,000,000) U.S. currency per occurrence for damage and/or injury to property and Worker's Compensation Insurance as required by law. Such coverage shall be on a date of occurrence form. The insurance coverage required shall be provided by an insurance company or companies with a rating of at least "A" or greater in Bests' Insurance Guide. Upon Company's reasonable request, and annually thereafter, upon reasonable request, HOMETOWN shall provide Company with certificates of insurance evidencing such coverage.

9) CONFIDENTIALITY

- a) **Ownership of Confidential Information.** The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.
- b) **Mutual Confidentiality Obligations.** Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that, except as required in performance of a Party's obligations under this Agreement, neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

10) MISCELLANEOUS

- a) **Applicable Law.** Unless stated otherwise, this agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the State of Ohio, without giving effect to its rules regarding conflicts of laws. Client agrees that any and all causes of action between the parties arising from or in relation to this agreement shall be brought exclusively in the state and federal courts located within the State of Ohio.
- b) **Force Majeure.** HOMETOWN shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, pandemic, insurrection or riot or other causes beyond the reasonable control of HOMETOWN. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
- c) **Severability** Each party shall perform hereunder in accordance with applicable laws, rules, and regulations now or hereafter in effect. If any provision of this Agreement shall be found to be illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed waived for as long as it remains illegal or unenforceable.

11) ENTIRE AGREEMENT; WAIVER

The four-corners of this document, the Agreement, including any Amendment(s) and/or Schedule(s) attached hereto, represents the entire agreement between Client and HOMETOWN. Any waivers, modifications or amendments hereto must be made in writing and signed by the duly authorized representative of both parties before they become effective. Any previous or contemporaneous oral representations, negotiations or other oral representations are expressly excluded, disclaimed, superseded and abandoned from this Agreement unless they are contained in writing within this Agreement. Any failure to enforce any provision of this Agreement shall not be deemed a waiver of any provision of this Agreement. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing. Any consent by any party to, or waiver of, any breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

HomeTown Ticketing, Inc.

DocuSigned by:
Sign: Lorien Parry Luehrs
0F28EA4D4253428...

By: Lorien Parry Luehrs

Title: President & COO

Date: 4/6/2021

[CLIENT]

DocuSigned by:
Sign: Catherine A. Erickson
9E75DAACC8C34DD...

By: Catherine A. Erickson

Title: CFO

Date: 4/6/2021



**Agreement Between
Mentor North
&
Duluth Public Schools
ISD709**



Whereas the mission of Mentor North is “to celebrate youth and support their families through one-on-one mentorship and community engagement” and the mission of Duluth Public Schools is “to inspire every student to achieve their potential and preparing students to lead productive, fulfilling lives as citizens of Duluth and the wider world”, the organizations hereby agree to collaborate in ensuring eligible students identified at select ISD709 schools to have opportunity to participate in the Five Points Academic Mentoring program with Mentor North.

The Parties

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| <p>Mentor North 206 W 4th St, Suite 202 Duluth, MN 55806</p> | <p>Duluth Public Schools 215 N. 1st Avenue East Duluth, MN 55802</p> |
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The Period of Time

This Agreement will remain in place from the signature date of both parties until June 21st, 2022. At that time, the Agreement will be reviewed and potentially re-signed after both parties agree to updated terms and conditions.

Assignments/Responsibilities of Organizations

Duluth Public Schools will:

- Identify eligible youth to participate, and will make referrals for families to Five Points.
- Assign a School Advocate from each participating school to participate in the match process as outlined in the match agreement, and communicate any specific academic needs that would be helpful for the match to work on.
- Participate in the year-end evaluation.

Mentor North will:

- Follow up with referrals made by Duluth Public Schools to help families complete an application form, consent form and formally enroll with the Five Points program.

- Assign a Program Advocate to participate and facilitate the match process as outlined in the match agreement, and will ensure healthy communication across all parties (mentor, school advocate, parent/guardian, youth, program advocate).
- Recruit prospective community volunteers to be mentors.
- Screen mentors in accordance with best practices as outlined in the Elements of Effective Practice (4th Ed.). This includes two separate interviews, reference checks, a written application, a 3-hour required training, and a criminal background check report completed by Background Investigation Bureau (BIB)
- Monitor ongoing matches with the Program Advocate doing check-ins with parents and mentors every 4-6 weeks and approving weekly mentor documentation.
- Be the point of contact for all advocacy and troubleshooting inquiries for the match, including helping the match identify time, location, and dates for meeting regularly.
- Facilitate the year-end evaluation for all parties.

Finances and Liability

- Matches made in the Five Points program will belong under the liability and ownership of Mentor North. Duluth Public Schools will make initial referrals, and Mentor North is responsible for ensuring parents who wish to participate complete the application, intake, and consent process to formally enroll in the program.
- There is no financial obligation or exchange of finances from either party for participation for the Five Points Mentoring Program.

Mentor North agrees to indemnify and hold harmless Duluth Public Schools, its employees, volunteers, agents and assigns any claims, losses or damages, including attorney's fees and costs, arising out of Mentor North's role in creating mentorship opportunities as outlined in this agreement.

Early Termination of Agreement

Either party may exit this Agreement with or without clause. The party seeking to terminate this Agreement will provide a 14 days courtesy notice to the other party. This agreement will automatically terminate on June 21st, 2022.

Signatures and Dates

Erin Moldowski
Erin Moldowski (Apr 13, 2021 12:06 CDT)

Apr 13, 2021

Catherine A. Erickson
Catherine A. Erickson (Apr 13, 2021 11:59 CDT)

Apr 13, 2021

Erin Moldowski
Executive Director, Mentor North

Date

Cathy Erickson
Chief Financial Officer, ISD709

Date