

**MEMORANDUM OF UNDERSTANDING
BETWEEN COMPANIES TO CLASSROOMS
AND INDEPENDENT SCHOOL DISTRICT #709**

- I. Parties:** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made, and entered into, by and between the Companies to Classrooms Duluth, a non-Profit corporation (“C2C”), and the Independent School District #709, a public corporation (“DISTRICT”).
- II. Purpose:** The purpose of this MOU is to provide C2C with space to store and distribute excess supplies and furniture to educators, free of charge, to better serve the needs of DISTRICT staff, and other area educators.
- III. Term:** This MOU is effective upon the date executed by the duly authorized representatives of the parties, and will remain in effect for a period of one (1) year with the option to extend annually by mutual agreement by both parties in writing. This MOU may be terminated, without cause, by either party upon 60 days written notice, such notice to be delivered by hand or by certified mail (see section #11).
- IV. C2C Responsibilities:**
1. Make excess supplies and furniture available to DISTRICT and area educators free of charge.
 2. Volunteers will park in any of the DISTRICT lots, excluding the alley and visitor parking.
 3. Volunteers will use their DISTRICT IDs to enter HOCHS.
 4. Volunteers will wear DISTRICT IDs while in HOCHS.
 5. Communicate HOCHS entry protocol and parking to patrons.
 6. Operate its store from space designated by the DISTRICT in HOCHS. See EXHIBIT A.
 7. Maintain store hours not to exceed 3 hours per day, 3 days per week when HOCHS is in operation, unless additional hours and/or days are approved by the authorized representative of the DISTRICT.
 8. C2C staff will only access HOCHS between the hours of 7 a.m. – 7 p.m., Monday through Friday, when HOCHS is open (excludes holidays, snow days, etc.), unless otherwise arranged ahead of time.
 9. Inform the DISTRICT of its established hours of operation and/or changes to such hours with at least a 10 day notice by completing the “Application for Use of School Facility” and submitting to Business Services, Room 215.
 10. Provide responsible and reliable staff to operate its store and supervise store patrons.

11. Exercise reasonable care to safeguard any real or personal property of the DISTRICT which is located proximate to the space designated for its use.
12. C2C staff will not use any DISTRICT electric or motorized lifting devices. Pallet jacks are okay to use after training has been received.
13. Notify the DISTRICT, in a timely manner, when the loading dock area will be needed for large or heavy deliveries.
14. Will not make any changes or alterations to their designated space in HOCHS (see EXHIBIT A) without prior written consent.
15. Will keep their designated space neat and orderly, and utilize garbage cans for everyday use in their area.
16. Will dispose of shipping or large packing materials in the DISTRICT dumpsters located in the alley behind the HOCHS building.
17. Will follow building standards for recycling; aluminum, plastic, paper and boxes. C2C may use the recycle bin directly outside their space.
18. Reimburse the DISTRICT when C2C operates its 'store' during days when HOCHS is not regularly open (weekends). C2C agrees to reimburse the DISTRICT at the rate of \$40/hour multiplies by the number of hours open.
19. Maintain a commercial general liability coverage limit of \$1,000,000 per occurrence to indemnify the school district and hold it harmless from any liability such as (but not limited to) personal injury, death or property damage. C2C will:
 - a. List the DISTRICT as a certificate holder and additional insured, and
 - b. Have the certificate of insurance sent annually to the DISTRICT authorized representative (see section #11).

V. DISTRICT Responsibilities:

1. Designate space at HOCHS for the use of C2C to store and distribute excess supplies and furniture. Such space will represent approximately 2,190 square feet. See EXHIBIT A.
2. Provide two keys for the small room located within C2C's space. See EXHIBIT A.
3. Allow access to the loading dock for receiving or distribution of specific items that are too large or heavy to travel the public route.
4. Allow C2C to enter HOCHS between the hours of 7 a.m. – 7 p.m., Monday through Friday, on days that HOHCS is open (excludes holidays, snow days, etc.).
5. Allow access into HOCHS for patrons when C2C is open for business.
6. Provide a phone line for C2C staff use in the space designated for C2C.
7. Provide for a voicemail box for C2C at a cost of \$50/year to C2C.
8. Deliver and pick up USPS mail when C2C is open.
9. Provide parking for C2C volunteers and non-DISTRICT store patrons.
10. Provide DISTRICT ID badges and parking decals for C2C volunteers.
11. Maintain space in a manner consistent with cleaning standards established for HOCHS to include sweeping, mopping, vacuuming and trash.

12. Invoice C2C when charges occur, including annual voicemail charges and any days HOCHS is opened specifically for C2C business.
13. Include C2C in the District directory.

- VI. Liability for Loss:** C2C acknowledges that the DISTRICT is not responsible for any loss or damage to C2C property which is stored in the space designated for its use.
- VII. Relationship between the Parties:** The Parties expressly acknowledge that nothing in this MOU is intended nor may be construed to create an employer/employee or joint venture relationship between the parties.
- VIII. Entire Agreement:** This MOU sets forth and constitutes the entire agreement between the parties with respect to the subject matter as of the date hereof, and supersedes any and all prior agreements or understandings concerning this subject matter.
- IX. Waiver:** The failure of any Party to insist in any one or more instances upon the performance of the terms, covenants, or conditions of this MOU and to exercise any rights hereunder will not be construed as a waiver or relinquishment of future performance of any such term, covenant, or condition or the future exercise of such right. The obligations of the other Party with respect to such future performance will continue in full force and effect.
- X. Assignment Prohibited:** No Party may assign this MOU without the prior written consent of the other Party.
- XI. Notices** Unless otherwise specified in this MOU, any reporting obligations or notices required of any party will be addressed as follows:

Designation of Authorized Representative for C2C:
Duluth Public Schools
Attn: Mary Streufert, Companies to Classrooms Duluth
215 N 1st Ave. E.
Duluth, MN 55802

Designation of Authorized Representative for DISTRICT:
Independent School District #709
Duluth Public Schools
Attn: Douglas Hasler, Room 215
215 N. 1st Ave. E.
Duluth, MN 55802

In Witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

COMPANIES TO CLASSROOMS

By: Mary Streufert

Print Name: Mary Streufert

Title: Board Chair

Date: 3-20-18

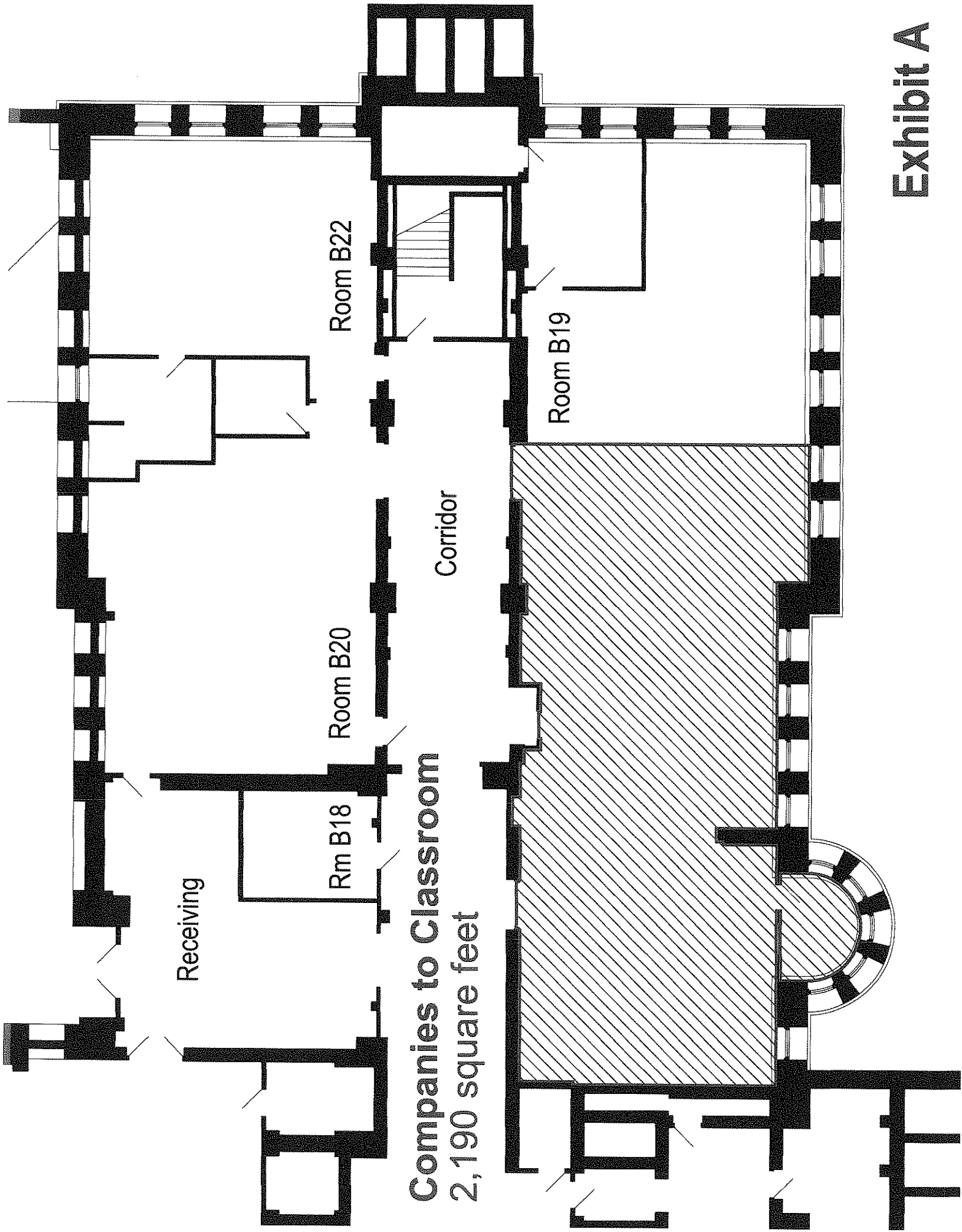
INDEPENDENT SCHOOL DISTRICT #709, DULUTH PUBLIC SCHOOLS

By: Douglas A. Hasler

Print Name: Douglas A. Hasler

Title: CFO, Executive Director

Date: 03/20/18



Companies to Classroom
2,190 square feet