

**University of Wisconsin-Stout
University of Wisconsin System
Uniform Affiliation Agreement
(Signature Page)**

This agreement is entered into between the Board of Regents of the University of Wisconsin System, DBA University of Wisconsin-Stout Polytechnic, a public educational institution of the State of Wisconsin, hereinafter referred to as "the University," and Duluth Public Schools ISD #709 hereinafter referred to as "Facility."

Affiliation Agreement Title: Master Affiliation Agreement between Duluth Public Schools ISD #709 and UW-Stout Polytechnic

Period of Agreement Start Date: July 1, 2026 End Date: June 30, 2028

NOTICES:

Notices and communications hereunder shall be deemed made if given electronically, or by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below: or such other addresses as may hereafter be designated by notice in writing:

Facility:

Brenda Spartz
Director of Elementary Education
7709 Portia Johnson Dr.
Duluth Public Schools ISD #709
Duluth, MN 55811
Phone : 218-336-8700
Email : brenda.spartz@isd706.org

University:

Leigh May
Contracts Manager, non-procurement
Business, Finance & Administrative Services
712 Broadway St. S.; 125H Administration Building
University of Wisconsin-Stout Polytechnic
Menomonie, WI 54751
Phone : 715-232-2640
Email : mayle@uwstout.edu

The actual starting date will not occur before the last date of signature of this document.

Upon approval as signified by the affixation of the authorized signatures below by both parties, this agreement shall be authorized to proceed with the inclusion and approval of the attached "UWS Form RM-100 Uniform Affiliation Agreement" and inaugural "Exhibit A (Program Memorandum)".

Duluth Public Schools ISD #709

Signature: _____

Name: Girrane Zurich

Title: Exec. Dir. Finance, Business Services

Date: 6/23/26

Board of Regents

University of Wisconsin System, DBA
University of Wisconsin-Stout Polytechnic

Signature: _____

Name: _____

Title: _____

Date: _____



Mr. Erik Guenard

Digitally signed by: guenarde@uwstout.edu

Reason: Approving on behalf of the Board of Regents

Date: 6/24/2026 8:16:59 AM

Any deviations from this agreement shall be made known to both parties and be agreed upon in writing before changes are made to the original document.

SECTION 1. AGREEMENT

1.1. Parties. This Agreement is between both of the following:

1.1.1. The University. BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, DBA University of Wisconsin-Stout Polytechnic, (the "University")

1.1.2. The Facility. Duluth Public Schools ISD #709 (the "Facility").

1.2. Recitals. In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below by which any and all schools or colleges of the University may enter into a field or clinical education placement program with the Facility (a "Program").

SECTION 2. TERM OF AGREEMENT.

2.1. Term & Renewal. This agreement shall be for a term of two (2) years, commencing July 1, 2026, and may be renewed upon mutual agreement.

2.2. Termination. This agreement may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other.

SECTION 3. PROGRAM MEMORANDUM.

3.1. School or College. For the purposes of this agreement, a "School or College" shall mean any school or college of the University wishing to participate in a Program with the Facility.

3.2. Proposal. The School or College will annually provide the Facility with a "Program Memorandum," which will include the following:

3.2.1. A discussion of program concepts.

3.2.2. The controls which the University and the Facility may exercise or are required to exercise.

3.2.3. The rights of the Facility to send representatives to review the University's program.

3.2.4. The following information about the students to be assigned under the Program Memorandum:

3.2.4.1. The number.

3.2.4.2. The qualifications, academic and otherwise.

3.2.4.3. The schedules of those students.

3.2.5. Any other matters pertaining to the specific program proposed by the School or College.

3.3. Review.

3.3.1. Facility. The Facility will review any Program Memorandum concerning any Program which is submitted by the School or College.

3.3.2. Notice. Upon review, the Facility will promptly notify the School or College of its acceptance or rejection of the Program Memorandum or any proposed revisions thereto.

3.3.3. University. Upon review, the School or College will promptly notify the Facility of its acceptance or rejection of the proposed revisions.

3.3.4. Withholding Acceptance. The University and the Facility will not unreasonably withhold their acceptance of the Program Memorandum or any proposed revisions thereto.

3.4. Accepted Program Memoranda.

3.4.1. Incorporation. Upon acceptance of an unrevised Program Memorandum by the Facility or a Program Memorandum with any revisions by both parties, it shall become a part of this agreement and shall be incorporated by reference as an "Accepted Program Memorandum."

3.4.2. Period & Renewal. Accepted Program Memoranda shall be effective for a period of one (1) year, and may be renewed upon mutual agreement.

3.4.3. Conflict. If the Accepted Program Memorandum is construed to be inconsistent in any manner with this Agreement, the terms of this Agreement shall apply.

3.5. Protection of Human Subjects. The Facility agrees to satisfy the provisions contained in 45 CFR 46, existing for the protection of human subjects, to the extent that such regulations are applicable to the respective program involved. The University regulations are found at <http://www.uwstout.edu/rs/IRB.cfm> and University will make its institutional review board available to the Facility for consultative purposes

SECTION 4. PLACEMENT OF STUDENTS.

4.1. List. The University will provide the Facility with a listing of students who will be participating under the program and will update that listing periodically.

4.2. Certification for Acceptance. The Facility will not accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of the School or College.

SECTION 5. NO DISCRIMINATION.

5.1. Protected Classes. The parties shall not discriminate against any person in any actions taken as a result of this Agreement on the basis of the students' race, color, creed, religion, sex, national origin, physical or mental disability, age, sexual orientation, pregnancy, marital status, parental

status nor status as a U.S. military veteran per federal guidelines 41 C.F.R. 60-300.5(a) and 41 C.F.R. 60-741.5(a.).

5.2. Reasonable Accommodations. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities.

SECTION 6. LIABILITY.

6.1. Limitation. The liability of the University and other political subdivisions of the State of Wisconsin is governed and limited by Wis. Stat. §§ 893.82 and 895.46.

6.2. Indemnification. To the extent permitted by law, the Facility and the University will indemnify their own employees, officers, and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to §§ 893.82 and 895.46.

6.3. Students. To the extent permitted and required by law, the University will indemnify students in a training program for credit required for graduation.

6.4. No Waiver. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.

SECTION 7. GOVERNING LAW. This agreement shall be construed and governed by the laws of the State of Wisconsin.

**Affiliation Agreement
between
Duluth Public Schools ISD #709
and
The Board of Regents of the University of Wisconsin System,
DBA University of Wisconsin-Stout Polytechnic**

Exhibit A

Program Memorandum

Teacher Candidate/Intern Teaching/Internship

The student teaching/intern teaching/Internship experiences are a full-time commitment for the duration of the assignment. An appropriate workload for the candidate should be cooperatively arranged and agreed upon by the school-based supervisor, the candidate, and the university supervisor. A full range of activities should include but not be limited to:

- Classroom instruction
- Faculty meetings
- Supervisory duties
- Co-curricular activities
- Parent-teacher conferences
- Leading and/or assisting with large group/small group/individual activities as directed by the school-based supervisor
- Leading and/or assisting with duties as directed by the school-based supervisor

Candidates typically do not start the assignment with as heavy a work load as a regular school-based supervisor but gradually assume more responsibility throughout the duration of the experience.

Tutor/Volunteer/Field Experience/Practicum

The tutoring, volunteer, field and practicum experiences are less formal in nature than the culminating placements. The schedules are flexible and arranged to accommodate both the school-based supervisor, site and UW-Stout student. The range of activities is vast and could include the following:

- Small group work
- Large group work
- One-to-one work
- Assisting school-based supervisor and/or volunteer coordinator as director
- Leading and/or assisting with activities as directed by the school-based supervisor
- Leading and/or assisting with duties as directed by the school-based supervisor
- Leading and/or assisting with afterschool activities as directed by volunteer coordinator
- Leading and/or assisting with afterschool duties as directed by volunteer coordinator

Communications related directly to this program should be directed to:

Student Supervisor at Site:

Phone:

Email:

University Program Director:

Josh Bowe

Clinical Ed Exp Coordinator

University of Wisconsin-Stout Polytechnic

Menomonie, WI 54751

Phone: 715-232-3528

Email: bowejo@uwstout.edu

MEMORANDUM OF UNDERSTANDING

Between Duluth Farm to School (Independent Contractor of St. Louis County Public Health) and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Duluth Farm to School (Independent Contractor of St. Louis County Public Health) and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Duluth Farm to School and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to expand its capacity for nutrition, gardening, and local food cross-disciplinary education and food access at its school sites.

WHEREAS, Duluth Public Schools recognizes that St. Louis County Public Health has a part time Independent Contractor dedicated to working with students to grow and provide access to healthy, nutrient-dense foods. Duluth Farm to School has been providing valuable educational coordination and programming within Duluth District Schools since 2012.

WHEREAS, Duluth Farm to School desires to support school gardens and partner with Duluth Public Schools staff to provide nutrition lessons as well as cross-discipline explorations from the arts to the sciences in K-8 classrooms.

THEREFORE, Duluth Farm to School and Duluth Public Schools agree that it is in the best interest Duluth Public School District students to enter into an understanding;

This Memorandum of Understanding is to enable and structure the collaboration between Duluth Farm to School and Duluth Public School District ISD #709 in its implementation of gardening, nutrition, and other cross-disciplinary educational experiences for Duluth Public Schools students by providing high quality, engaging education and activities to students.

II. ROLES AND RESPONSIBILITIES

Roles of Duluth Farm to School and ISD #709

It is understood that Duluth Farm to School 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 Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Duluth Farm to School

1. Duluth Farm to School Independent Contractor will lead and coordinate Kindergarten Tomato Man lessons & 2nd Grade One Vegetable, One Community district-wide with interested elementary school sites.
2. Duluth Farm to School & Community Partners will provide support for District-led nutrition activities (e.g. Great Lakes Apple Crunch Day and other projects as they arise).
3. Farm to School Independent Contractor will provide a higher level of support and coordination, in collaboration with designated school staff (and community partners when applicable) at Myers-Wilkins Elementary and Lincoln Park Middle School (Full Service Community Schools, supported in collaboration with Duluth Community School Collaborative and identified for targeted support and collaboration during the school-year).
4. Farm to School Independent Contractor will provide coordination and support for afterschool summer gardening and nutrition education programming, in collaboration with designated school staff and/or community partners at designated school sites (e.g. Duluth Community School Collaborative, KEY Zone, Northwood Children Services, Boys and Girls Club, Valley Youth Center, etc).
5. Additional services may also be piloted and explored at agreed upon school location/s as determined by the Duluth Farm to School Coordinator, ISD709, and School Principal or designee.
6. Duluth Farm to School Coordinator will meet with Duluth Public Schools Administrative staff and designated school site staff contacts to plan a system of service delivery taking into consideration both the needs of Duluth Farm to School and ISD #709 annually and as needed. (See attached addendum for current and anticipated partnership details.)
7. Duluth Farm to School Coordinator will spend time on site at Duluth Public Schools in order to provide leadership and/or delivery of lessons and garden support at designated locations and at agreed upon times.
8. St. Louis County will contract and be responsible for its Independent Contractor placed at Duluth Public Schools.
9. Duluth Farm to School Coordinator will maintain appropriate professional liability insurance.
10. Duluth Farm to School Coordinator will meet 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. The meetings will occur annually and as needed.

Role of ISD 709

1. Meet with Duluth Farm to School Coordinator to plan a system of service delivery.
2. Designated District and school site staff will meet with Duluth Farm to School Coordinator to determine and inform school staff of site specific partnership details. The designated District and school staff will meet annually or as requested, with Duluth Farm to School Coordinator to review the working relationship in order to address any concerns and promote an active partnership.
3. District Facilities Staff will work with Duluth Farm to School as needs arise with garden beds, sheds or fencing to ensure safe and effective infrastructure. Designated District Facilities staff will assist with transport of compost amendments if grants are awarded by Resource Renew.
4. Child Nutrition staff will manage Minnesota Department of Education and Minnesota Department of Agriculture Cafeteria Grants. The District Child Nutrition department will continue to lead and partner with Duluth Farm to School & Community Partners in support of Great Lakes Apple Crunch Day and other projects as they arise.
5. District Curriculum leaders and designated teachers/school staff will meet periodically with Duluth Farm to School Coordinator to ensure alignment with standards and District educational goals. District Curriculum leaders will meet with Duluth Farm to School School Coordinator as needed. Designated teachers and other school site staff will meet more frequently as needed on an ongoing basis to plan and implement lessons and activities.
6. Designated staff at each school garden site will work with Duluth Farm to School Coordinator to develop and implement a plan for garden care.
7. To provide Duluth Farm to School Coordinator with appropriate access and space for gardening and nutrition education activities when scheduled.

III. GENERAL TERMS

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2026 and shall remain in effect until June 30th, 2027, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance. Duluth Farm to School will provide gardening and nutrition education, activities, and coordination as described above in partnership with designated school staff for Duluth Public Schools students.

3. Background Check.

The 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.

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

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: Business Services, 709 Portia Johnson Dr, Duluth, MN 55811. 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 Duluth Farm to School, Attn: Renee Willemsen, 3010 Branch Street, Duluth MN 55812.

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.

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.

R. Williamsen

Jul 9, 2026

Contractor Signature SSN/Tax ID Number 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 18 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:

XXX Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	030	000	305	042
xx	x	xxx	xxx	xxx	xxx	xxx

_____ Check if the contract will be paid using Student Activity Funds

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

Ermine Znuich

Executive Director of Finance & Business Services

7/8/26

Date

Farm to School.FY27

Final Audit Report

2026-07-09

Created:	2026-07-08
By:	Brett Mensing (brett.mensing@isd709.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwXTRtZVMVquDOpP32DivXMAM-c5N_dIO

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Email viewed by R Willemsen (renee@sproutingthebeans.com)

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Document e-signed by R Willemsen (renee@sproutingthebeans.com)

Signature Date: 2026-07-09 - 5:42:15 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE



Agreement completed.

2026-07-09 - 5:42:15 PM GMT



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