

Business Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 16, 2018

UnitedHealth Group Building

4316 Rice Lake Road

Suite 108

Duluth, MN 55811

6:30 PM

1. Financial Report

- A. Financial Report - Financial statements only (Cash Flow report will resume later this year) 4
- B. Approval of Payment of Claims - Attached as an "extra"
- C. Budget Revisions 13
- D. Wire Transfers 15
- E. Investment Transactions 16
- F. APU Projections 17
- G. Fundraisers 18

2. Bids, R.F.P.s and Quotes Reports

- A. Bid - None
- B. RFPs - None
- C. Quotes - None

3. Policies and Regulations

- A. New Policy 722 - Public Data Requests 19
Attached is MSBA Model Policy 722 - Public Data Requests for the second reading. This policy would replace current policy 108.

Recommendation: It is recommended that the Duluth School Board approve Policy 722 - second reading.

- B. Delete Policy 108 - Government Data Practices Act Policy 26
In moving to MSBA Model Policies, administration is recommending the deletion of Policy 108 which will be replaced with MSBA Policy 722 - second reading.

Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 108 - second reading.

4. Contracts, Change Orders, and Leases

- A. Contracts 30
 - 1) Northland Consulting Engineers, LLP (NCE)
Attached is an agreement with Northland Consulting Engineers LLP, to provide professional design services as indicated and defined in the attached proposal #18-0920, dated September 25th, 2018. This agreement is for preliminary site investigation, design options, design

engineering services, and construction observation to replace the track at the Denfeld Public School Stadium as defined in the Districts 10 Year Capital Plan.

Recommendation: It is recommended that the Duluth School Board approve entering into an agreement with Northland Consulting Engineers LLP, to perform the work scope as defined in the attached proposal #18-0920, dated September 25th, 2018, with total estimated fees of \$75,635.00.

2) City of Duluth - School Resource Officer (SRO) 35
Attached is a two year contract with the City of Duluth for four School Resource Officers. The total value of the contract is \$496,476.36.

Recommendation: It is recommended that the Duluth School Board approve this contract.

3) Fond du Lac Tribal & Community College - College in the Schools (CITS) 44
Attached is a contract with Fond du Lac Tribal and Community College for College in the School (CITS) classes, which applies to both Denfeld and Duluth East high schools. The total of courses at both high schools is \$27,000.00.

Recommendation: It is recommended that the Duluth School Board approve this contract.

4) PLACEHOLDER - Essentia Health Duluth Heritage Sports Center

B. Change Orders

1) PLACEHOLDER - Other Change Orders

C. Leases

1) PLACEHOLDER - The Hills

2) PLACEHOLDER - Valley Youth/Welch Center

5. Resolutions

A. B-10-18-3592 - Acceptance of Donations 50

Recommendation: It is recommended that the Duluth School Board approve Resolution 10-18-3592.

B. B-10-18-3593 - Authorized Bank Account Signer 52

Recommendation: It is recommended that the Duluth school Board approve Resolution B-10-18-3593.

C. PLACEHOLDER - Sale of Property

6. Informational - These items are provided for informational purposes only; no action is required.

A. Expenditure Contracts 53

The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of August 2018.

B. Extension or Renewal Contracts - None

C. <u>No Cost Contracts</u>	<u>110</u>
The Superintendent or CFO/Executive Director of Business has signed these contracts during the month of August 2018.	
D. <u>Revenue Contracts</u> - None	
E. <u>Change Orders Signed</u> - None	
F. <u>Facilities Management & Capital Project Status Report</u>	<u>164</u>
G. <u>Property Sale Updates</u>	<u>167</u>
H. <u>Volunteering to Make Improvements to District Property</u>	<u>168</u>
7. <u>Future Items</u>	
A. Final Levy Approval (December)	
B. FY 2017-18 Audit Results (December)	
C. Policy Updates	

Percent of year

16.67%

**General Fund
Aug-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ 12,802,626	\$ 12,780,894	\$ 12,780,894	100%
State aids	14,627,887	71,873,563	70,004,711	55,376,824	79%
Special ED (fin 740)	534,845	13,737,860	13,496,247	12,961,402	96%
Federal	139,199	5,623,431	5,637,981	5,498,782	98%
Other	-	-	-	-	
Other Local	201,579	2,949,850	2,867,182	2,665,603	93%
Student Activities	-	1,496,993	1,496,993	1,496,993	100%
Total Revenue	\$ 15,503,510	\$ 108,484,323	\$ 106,284,008	\$ 90,780,498	85%
Expenditures					
010-050 Administration	\$ 450,574	\$ 4,885,552	\$ 5,227,718	\$ 4,777,144	91%
105-110 District Support Services	1,239,376	4,049,994	5,415,380	4,176,004	77%
200-298 Elem & Secondary Reg	842,768	42,493,820	42,182,688	41,339,920	98%
300-380 Vocational Education	40,230	1,701,341	1,710,785	1,670,555	98%
400-422 Special Education	419,181	23,158,015	22,323,558	21,904,377	98%
505-590 Community Education					
605-640 Instructional Support	222,942	3,890,733	3,943,519	3,720,577	94%
710-770 Pupil Support	326,562	8,047,695	7,873,161	7,546,599	96%
805-865 Sites and Buildings	1,638,110	15,160,113	12,826,602	11,188,492	87%
910-940 Fiscal & Other Fixed	661,916	3,480,000	3,260,000	2,598,084	80%
Student Activities	-	1,496,993	1,496,993	1,496,993	100%
Total Expenditures	\$ 5,841,659	\$ 108,364,256	\$ 106,260,404	\$ 100,418,745	95%
Excess Rev Over (Under)	\$ 9,661,851	\$ 120,067	\$ 23,604	\$ (9,638,247)	

Percent of year

16.67%

**General Fund Unrestricted
Aug-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ 9,519,071	\$ 9,497,339	\$ 9,497,339	100%
State aids	14,545,598	61,109,019	59,230,727	44,685,129	75%
Special ED (fin 740)	534,845	13,737,860	13,496,247	12,961,402	96%
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	198,071	2,095,153	2,145,154	1,947,083	91%
Student Activities	-	1,496,993	1,496,993	1,496,993	100%
Total Revenue	\$ 15,278,514	\$ 87,958,096	\$ 85,866,460	\$ 70,587,946	82%
Expenditures					
010-050 Administration	\$ 450,574	\$ 4,885,552	\$ 5,227,718	\$ 4,777,144	91%
105-110 District Support Services	1,239,376	3,899,994	5,265,380	4,026,004	76%
200-298 Elem & Secondary Reg	511,104	30,362,497	30,051,365	29,540,261	98%
300-380 Vocational Education	28,782	1,569,790	1,579,234	1,550,452	98%
400-422 Special Education	316,730	20,296,764	19,575,536	19,258,806	98%
505-590 Community Education					
605-640 Instructional Support	100,129	1,446,097	1,418,697	1,318,568	93%
710-770 Pupil Support	323,363	8,047,695	7,873,161	7,549,798	96%
805-865 Sites and Buildings	1,481,674	12,352,647	10,019,136	8,537,462	85%
910-940 Fiscal & Other Fixed	188,008	3,260,000	3,260,000	3,071,992	94%
Student Activities	-	1,496,993	1,496,993	1,496,993	100%
Total Expenditures	\$ 4,639,740	\$ 87,618,029	\$ 85,767,220	\$ 81,127,480	95%
Excess Rev Over (Under)	\$ 10,638,774	\$ 340,067	\$ 99,240	\$ (10,539,534)	

Percent of year **16.67%**

**General Fund Restricted
Aug-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ 3,283,555	\$ 3,283,555	\$ 3,283,555	100%
State aids	82,289	10,764,544	10,773,984	10,691,695	99%
Special ED (fin 740)	-	-	-	-	
Federal	139,199	5,623,431	5,637,981	5,498,782	98%
Other	-	-	-	-	
Other Local	3,508	854,697	722,028	718,520	100%
Student Activities	-	-	-	-	
Total Revenue	\$ 224,996	\$ 20,526,227	\$ 20,417,548	\$ 20,192,552	99%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	150,000	150,000	150,000	100%
200-298 Elem & Secondary Reg	331,664	12,131,323	12,131,323	11,799,659	97%
300-380 Vocational Education	11,448	131,551	131,551	120,103	91%
400-422 Special Education	102,451	2,861,251	2,748,022	2,645,571	96%
505-590 Community Education					
605-640 Instructional Support	122,813	2,444,636	2,524,822	2,402,009	95%
710-770 Pupil Support	3,199	-	-	(3,199)	
805-865 Sites and Buildings	156,436	2,807,466	2,807,466	2,651,030	94%
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 728,011	\$ 20,526,227	\$ 20,493,184	\$ 19,765,173	96%
Excess Rev Over (Under)	\$ (503,015)	\$ -	\$ (75,636)	\$ 427,379	

Percent of year **16.67%**

**Food Service Fund
Aug-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	1,500	220,000	220,000	218,500	99%
Special ED (fin 740)	-	-	-	-	
Federal	79,704	2,617,000	2,617,000	2,537,296	97%
Other	13,280	6,000	1,259,500	1,246,220	99%
Other Local	905		6,000	5,095	85%
Student Activities	-	-	-	-	
Total Revenue	\$ 95,389	\$ 2,843,000	\$ 4,102,500	\$ 4,007,111	98%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	120,774	4,182,661	4,182,661	4,061,887	97%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
Total Expenditures	\$ 120,774	\$ 4,182,661	\$ 4,182,661	\$ 4,061,887	97%
Excess Rev Over (Under)	\$ (25,385)	\$ (1,339,661)	\$ (80,161)	\$ (54,776)	

Percent of year **16.67%**

**Community Service Fund
Aug-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ 972,505	\$ 972,505	\$ 972,505	100%
State aids	386,144	2,548,536	2,548,536	2,162,392	85%
Special ED (fin 740)	-	-	-	-	
Federal	9,956	2,093,958	2,093,958	2,084,002	100%
Other	-	-	-	-	
Other Local	379,527	1,787,700	1,797,700	1,418,173	79%
Student Activities	-	-	-	-	
Total Revenue	\$ 775,627	\$ 7,402,699	\$ 7,412,699	\$ 6,637,072	90%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	406,559	7,674,184	7,684,184	7,277,625	95%
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ 406,559	\$ 7,674,184	\$ 7,684,184	\$ 7,277,625	95%
Excess Rev Over (Under)	\$ 369,068	\$ (271,485)	\$ (271,485)	\$ (640,553)	

Percent of year **16.67%**

**Capital Projects Fund
Aug-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	-	-	-	-	
Other Local	-	-	-	-	
Student Activities	-	-	-	-	
Total Revenue	\$ -	\$ -	\$ -	\$ -	
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ -	\$ -	\$ -	\$ -	
Excess Rev Over (Under)	\$ -	\$ -	\$ -	\$ -	

Percent of year **16.67%**

**Debt Service Fund
Aug-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ 18,274,130	\$ 18,274,130	\$ 18,274,130	100%
State aids	623,961	2,198,818	2,198,818	1,574,857	72%
Special ED (fin 740)	-	-	-	-	
Federal	416,979	833,957	833,957	416,978	50%
Other	-	-	-	-	
Other Local	-	1,000,000	1,000,000	1,000,000	100%
Student Activities	-	-	-	-	
Total Revenue	\$ 1,040,940	\$ 22,306,905	\$ 22,306,905	\$ 21,265,965	95%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	3,792,677	105,560,113	105,560,113	101,767,436	96%
Total Expenditures	\$ 3,792,677	\$ 105,560,113	\$ 105,560,113	\$ 101,767,436	96%
Excess Rev Over (Under)	\$ (2,751,737)	\$ (83,253,208)	\$ (83,253,208)	\$ (80,501,471)	

Percent of year **16.67%**

**Trust Fund
Aug-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	-	262,450	262,450	262,450	100%
Student Activities	-	-	-	-	
Total Revenue	\$ -	\$ 262,450	\$ 262,450	\$ 262,450	100%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	1,421,043	1,421,043	1,421,043	100%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ -	\$ 1,421,043	\$ 1,421,043	\$ 1,421,043	100%
Excess Rev Over (Under)	\$ -	\$ (1,158,593)	\$ (1,158,593)	\$ (1,158,593)	

Percent of year **16.67%**

**Dental Internal Service Fund
Aug-18**

	FY19 Actual	FY 19 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	82,681	840,000	840,000	757,319	90%
Student Activities	-	-	-	-	
Total Revenue	\$ 82,681	\$ 840,000	\$ 840,000	\$ 757,319	90%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	144,085	819,000	819,000	674,915	82%
Total Expenditures	\$ 144,085	\$ 819,000	\$ 819,000	\$ 674,915	82%
Excess Rev Over (Under)	\$ (61,404)	\$ 21,000	\$ 21,000	\$ 82,404	

Duluth Public Schools
Budget Revisions Fiscal Year Ending June 30, 2019
Period Ending August 31, 2018

<u>Expenditures</u>	<u>General-U</u>	<u>General-R</u>	<u>Food Service</u>	<u>Transport</u>	<u>Community Services</u>	<u>Capital Expenditure</u>	<u>Building Construction</u>	<u>Debt Service</u>	<u>Trust</u>	<u>Internal Service</u>	<u>Student Activities</u>	<u>Total</u>
Revised Budget 07/31/18	\$73,130,798	\$17,671,168	\$4,182,661	\$5,882,268	\$7,684,184	\$8,064,627	\$0	\$105,560,113	\$1,421,043	\$819,000	\$1,496,993	\$225,912,855
SPED CEIS Increase		10,000										10,000
SPDG Grant Carryover		4,550										4,550
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Revised Budget, 08/31/18	<u>\$73,130,798</u>	<u>\$17,685,718</u>	<u>\$4,182,661</u>	<u>\$5,882,268</u>	<u>\$7,684,184</u>	<u>\$8,064,627</u>	<u>\$0</u>	<u>\$105,560,113</u>	<u>\$1,421,043</u>	<u>\$819,000</u>	<u>\$1,496,993</u>	<u>\$225,927,405</u>
Operating Transfers - in						3,370,435						\$3,370,435
Operating Transfers - out	(3,370,435)											(\$3,370,435)
Net	<u>\$28,673</u>	<u>(\$75,636)</u>	<u>(\$80,161)</u>	<u>\$70,566</u>	<u>(\$271,485)</u>	<u>\$0</u>	<u>\$0</u>	<u>(\$83,253,208)</u>	<u>(\$1,158,593)</u>	<u>\$21,000</u>	<u>\$0</u>	<u>(\$84,718,844)</u>

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 08/31/2018

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
08/10/2018	V109781	AFSCME MN COUNCIL 5 EFT	1,361.51
08/10/2018	V106637	EBC - FLEX EFT	9,451.35
08/10/2018	V106636	EBC - TSA EFT	59,582.87
08/10/2018	V102915	FEDERAL 941 PR TAXES	485,486.61
08/10/2018	V107231	HARBOR POINTE CREDIT UNION	6,261.00
08/10/2018	V108066	MG TRUST	88,499.72
08/10/2018	V05173	MN CHILD SUPPORT EFT	1,308.23
08/10/2018	V108320	MN DEPT OF REVENUE EFT	579.92
08/10/2018	V102916	MN STATE PR TAXES	86,707.03
08/10/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	43,738.14
08/10/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	271,344.51
08/10/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,373,296.53
08/24/2018	V106466	CITISTREET FOR MSRS	410,188.73
08/24/2018	V106637	EBC - FLEX EFT	9,451.35
08/24/2018	V106636	EBC - TSA EFT	65,358.79
08/24/2018	V102915	FEDERAL 941 PR TAXES	478,768.94
08/24/2018	V107231	HARBOR POINTE CREDIT UNION	6,261.00
08/24/2018	V108066	MG TRUST	89,916.42
08/24/2018	V05173	MN CHILD SUPPORT EFT	1,308.23
08/24/2018	V108320	MN DEPT OF REVENUE EFT	225.17
08/24/2018	V102916	MN STATE PR TAXES	85,907.20
08/24/2018	V79708	PUBLIC EMPLOYEES RETIREMENT	47,230.10
08/24/2018	V108783	TEACHERS RETIREMENT ASSOC EFT	263,641.02
08/24/2018	V79704	U S BANK - PY DIRECT DEPOSIT	1,363,417.98
08/30/2018	V106737	ASSOCIATED BANK (EFT)	697,717.51
08/30/2018	V06645	MEDICA HEALTH PLAN (EFT)	177,405.60
08/30/2018	V106638	PEIP - HLTH EFT	1,306,981.80
08/30/2018	V80030	DELTA DENTAL PLAN OF MN(EFT)	67,625.85
08/30/2018	V104923	HARRIS BANK	14,062.62
08/30/2018	V05246	MN UI FUND EFT	472.36
			7,513,558.09

ISD 709 - Duluth Public Schools
GF Investment Activity for FY 2019
As of August 31, 2018

Beginning Investment Balance (July 31, 2018) \$ 6,090,630.00

Add Purchases:

Date	Issuer	Broker	Matures	Yield (YTM)	
8/24/2018	MN Trust Term Series	MNT	9/25/2018	2.06%	\$ 5,000,000.00
8/27/2018	First Intl Bk & TR Watford ND	MBS	12/28/2018	1.40%	\$ 239,712.00
8/23/2018	Medallion Bk Salt Lake City UT	MBS	1/3/2019	1.85%	\$ 248,751.00
8/16/2018	First Intl Bk & TR Watford ND	MBS	1/7/2019	1.50%	\$ 246,407.20

Total Purchases \$ 5,734,870.20

Deduct Maturities/Calls/Sales:

Date	Issuer	Broker	Matures	Yield (YTM)	
8/24/2019	MN Trust Term Series	MNT	8/24/2018	2.05%	\$ 2,000,000.00
8/27/2018	1st Source Bk South Bend	MBS	8/27/2018	1.70%	\$ 248,000.00
8/27/2018	Mizrahi Tefahot Bk Los Angeles	MBS	8/27/2018	1.70%	\$ 151,000.00
8/30/2018	Bk of China New York City	MBS	8/30/2018	1.65%	\$ 248,000.00

Total Maturities \$ 2,647,000.00

Other items:

Add:	Money Market Funds Interest				\$ 115.31
	Beginning Value Adjustment				
	Other Interest/Cash Balance on Account (Reverse)				\$ 248,000.00

Deduct:	Transaction Fees/Other				
	Market Value Adjustment-Adjust for Cost Basis				

Total Other \$ 248,115.31

Ending Investment Balance (August 31, 2018) \$ 9,426,615.51

Note: Ending Investment Balance as of August 31, 2017 was \$3,168,444.05

Duluth Public Schools-ISD 709
APU / PU Projection Report - FY 2018
October 2018

October Enrollment

Grade Levels

Grade Levels	Oct Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	PRELIMINARY EOY APU 1718
KG	594.5	0.9995627261800	594.24	1.00	594.24	607.15
HK	74	1.1938417910448	88.34	1.00	88.34	74.03
Gr 1-3	1851	0.9903406997235	1833.12	1.00	1833.12	1844.36
Gr 4-6	1842.14	0.9814006402938	1807.88	1.00	1807.88	1789.45
Gr 7-8	1188.85	0.9724526437103	1156.10	1.20	1387.32	1397.59
Gr 9-12	2826.88	0.9149229716404	2586.38	1.20	3103.65	3114.84
Sub-Total	8377.37		8066.06012		8814.56	8827.42

Other APU Generators

Other APU Generators	Oct Enrollment	Progression <i>to PU</i>	Projected PU	PUW	Projected APU	
Early Childhood	199	0.485066343	96.53	1.000	96.53	100.05

Early Childhood Details

Early Childhood Details	Final Count	Oct 1 Count	Final PU
15-16	367	186	86.97
16-17	384	186	95.08
17-18	422	208	100.03
18-19*		199	96.53

Resident Tuition**

Resident Tuition Details

15-16
16-17
17-18
18-19*

Total APU
35.28
26.82
33.61
32.97

32.97

ALC**

ALC Details

15-16
16-17
17-18
18-19*

Total APU
260.40
237.91
266.34
254.93

254.93

Projected Total APU

Budgeted APU

Net

** Projected*

8911.08

8892.51

18.57

8927.47

** Included in Grade level projections

PU: Pupil Unit

APU: Average Pupil Unit

PUW: Pupil Unit Weight

EOY: End of Year

MFR:MN Funding Reports

Fundraisers for September 2018

School	Organization	Profit	Description
Homecroft	Cherrydale	\$8,000.00	Cherrydale fundraising
Lakewood	Lifetouch	\$400.00	School photos
East	Dance	\$700.00	Wreath sales
East	Dance	\$127.00	Paw print temp tattoos
East	Dance	\$190.00	Stickers
East	Dance	\$200.00	Paw print headbands

722 PUBLIC DATA REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minn. Rules Parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Government Data

“Government data” means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

B. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

C. Public Data

“Public data” means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

D. Responsible Authority

“Responsible authority” means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

E. Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority. **A member of the public may use the Data Request Form (which appears at the end of this policy), or submit a written request which much include the following information:**

1. A request for public data must include the following information:

- Date the request is made;
- A clear description of the data requested, **including date spans if applicable;**
- Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
- Method to contact the requestor (such as phone number, address, or email address).

1. A requestor is not required to explain the reason for the data request.
2. The identity of the requestor is public, if provided, but cannot be required by the government entity.
3. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

4. Written requests for data can be returned several ways:

Email: data.request@isd709.org
Fax: 218-336-8773
Mail: ISD 709 – Attn: Business Services
215 N 1st Ave E, Room 215
Duluth, MN 55802
In Person: See mail address above

Changes made
as result of
Business
Committee
mtg on
10/9/18

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

- a. The requested data does not exist; or
- b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

- c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

- 2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
- 3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
- 4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
- 5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

- 1. A request for the preparation of summary data must include the following information:

- a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
1. The estimated costs of preparing the summary data, if any; and
 2. The summary data requested; or
 3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
 4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:
 - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
 - b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
 - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
 - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

Data Practices Contacts

Responsible Authority:

~~**Responsible Authority:**~~

~~**{Name}**~~

~~**{Location}**~~

~~**{Phone number; email address}**~~

~~**William Gronseth, Superintendent**~~

~~**215 North First Avenue East**~~

~~**Duluth, MN 55802**~~

~~**William.Gronseth@isd709.org**~~

~~**Data.Request@isd709.org**~~

Data Practices Compliance Official:

~~**{Name}**~~

~~**{Location}**~~

~~**{Phone number; email address}**~~

~~**Chief Financial Officer**~~

~~**215 North First Avenue East. Room 215**~~

~~**Duluth, MN 55802**~~

~~**Data.Request@isd709.org**~~

722 – 5 of 7

Data Practices Designee(s):

{Name}

{Location}

{Phone number, email address}

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Cross References: MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

New Policy

Replacing: Policy 108

First Reading: 09-18-2018

Adopted:



DULUTH PUBLIC SCHOOLS - DATA REQUEST FORM

Date of Request: _____

Description of requested data (please be specific, include date spans):

Requested method to access data:

Inspection Only: _____ Copies Only: * _____ Both Inspection and Copies: * _____

* **Note:** There will be a cost charged to provide copies of public data

Contact Information (optional) **

Name: _____

Phone Number: _____

Email address: _____

Address: _____

** **Note:** You do not have to provide any contact information. However, if you want Duluth Public Schools to mail/email copies of data to you, some type of contact information must be provided. Duluth Public Schools would also need contact information from you if it is necessary to clarify your request. We will not work on such a request until clarified.

Duluth Public Schools will respond to your request as soon as possible.

Written requests for data can be returned several ways:

Email: data.request@isd709.org

Fax: 218-336-8773

Mail: ISD 709 – Attn: Business Services

215 N 1st Ave E, Room 215

Duluth, MN 55802

In Person: See mail address above

Changes made
as result of
Business
Committee
mtg on
10/9/18

~~108 GOVERNMENT DATA PRACTICES ACT POLICY~~

~~I. RIGHT TO ACCESS PUBLIC DATA~~

~~The Minnesota Government Data practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says that the data are not public. Government data means all recorded information a government entity has, including paper, email, flash drives, CDs, DVDs, photographs, etc.~~

~~A government entity is to keep all government data in a way that makes it easy for members of the public to access public data. The public has a right to look at (inspect) all public data that is maintained free of charge. The public also has the right to get copies of public data for which a cost may be charged. The public has the right to look at public data, free of charge, before deciding to request copies.~~

~~II. HOW TO REQUEST PUBLIC DATA~~

~~A member of the public who wants to look at (inspect) public data, or request copies of public data is required to submit a written data request. A member of the public may use the Data Request Form (which appears at the end of this policy), or submit a written request including the following information:~~

- ~~A. State that the request is for public data under the Government Data Practices Act (Minnesota Statutes, Chapter 13);~~
- ~~B. Specify whether the request is to inspect public data, obtain copies of public data, or both;~~
- ~~C. A clear description of the data to be inspected or copied.~~

~~Individuals requesting public data are not required to identify themselves, nor to explain the reason for the data request. It may be necessary to provide the School District with personal information for practical reasons (such as, if copies are to be mailed to the individual's address). In the event that the School District does not understand the request, it will need a means to contact the individual making the request.~~

~~III. RESPONSE TO DATA REQUEST~~

~~The School District will review requests for public data and will respond as follows:~~

- ~~A. Request clarification as to the requested data;~~
- ~~B. If the data exists, but it is not public, the School District will provide a response as soon as reasonably possible, and identify the law that restricts the release of the requested data;~~
- ~~C. If the data exists and is public, the School District will provide an appropriate and prompt response, within a reasonable amount of time, as follows:~~

- ~~i. Arrange a data, time, and place for the requested public data to be inspected;~~
- ~~ii. Make copies of the data available, to be picked up, or mailed. Electronic copies of the data will be provided, upon request, if the data is maintained in that format, and a copy can reasonably be made.~~

~~If a member of the public does not understand some of the data (technical terminology, abbreviations, acronyms, etc.), a representative of the School District will provide an explanation if asked.~~

~~The Data Practices Act does not require the School District to create or collect new data in response to a data request, or to provide data in a specific form or arrangement if the data is not maintained in that form or arrangement. If the School District agrees to create data in response to a request, the School District will work with the individual making the request on the details of the request, including cost and response time.~~

~~The School District is not required to respond to questions that are not about data requests, or requests for government data.~~

~~IV. REQUESTS FOR SUMMARY DATA~~

~~Summary data are statistical records or reports created by removing identifying information about individuals from entirely private or confidential data.~~

~~Members of the public can request summary data on the Data Request Form. The School District will respond to such requests within ten (10) business days with the data, or details of when the data will be ready and the costs to provide the data.~~

~~Data Practices Contacts~~

~~Responsible Authority
William Gronseth, Superintendent
215 North First Avenue East
Duluth, MN 55802
William.Gronseth@isd709.org~~

~~Data Practices Compliance Official
Douglas Hasler, Chief Financial Officer
215 North First Avenue East
Duluth, MN 55802
Data.Request@isd709.org~~

~~V. COPY COSTS~~

~~Minnesota Statutes, Section 13.03, subdivision 3(c) authorizes the School District to charge for copies.~~

~~Members of the public must pay for copies prior to receiving copies of public data.~~

~~If possible, and upon request, the School District will provide an estimate of the total cost of producing copies.~~

~~100 or fewer pages of black and white, letter or legal size paper copies cost 25 cents for a one-sided copy, or 50 cents for a two-sided copy.~~

~~The charge for other types of copies is the actual cost of searching for and retrieving the data, and making the copies or electronically sending the data.~~

~~In determining the actual cost of making copies, the School District will include employee time, the cost of the materials onto which the data is being copied (paper, CD, DVD, etc.). If the request is for copies of data that the School District cannot copy itself, such as photographs, the School District will charge the actual cost for employing an outside vendor to produce the copies.~~

~~Cross References:~~ ~~Minnesota Department of Administration Model Policy for the Public~~

~~New Policy~~

~~Replacing: Policy 1016~~

~~First Reading: 04-17-2018~~

~~Adopted: 05-15-2018~~



DULUTH PUBLIC SCHOOLS—DATA REQUEST FORM

Date of Request: _____

Description of requested data (please be specific, include date spans):

Requested method to access data:

Inspection: _____

Copies: _____

Both Inspection and Copies: _____

Note: There will be a cost charged to provide copies of public data

Contact Information (optional)*

Name: _____

Phone Number: _____

Email address: _____


Address: _____

Duluth Public Schools will respond to your request as soon as possible.

* You do not have to provide any contact information. However, if you want Duluth Public Schools to mail/email copies of data to you, some type of contact information must be provided. Duluth Public Schools would also need contact information from you if it is necessary to clarify your request.

Memorandum

To: Bill Gronseth, Superintendent
School Board Members

From: Dave Spooner 
Manger of Facilities

Date: September 26, 2018

Re: Northland Consulting Engineers LLP - Proposal for Design Services - PSS Track Replacement

Attached are two copies of an agreement with Northland Consulting Engineers LLP, to provide professional design services as indicated and defined in the attached proposal #18-0920, dated September 25th, 2018. This agreement is for preliminary site investigation, design options, design engineering services, and construction observation to replace the track at the Denfeld Public School Stadium as defined in the Districts 10 Year Capital Plan.

The fee for this work in based on a three phase approach as defined in the proposal. Task one is lump sum - \$16,395.00, task two is lump sum - \$38,000.00, and task three is estimated hourly - \$21,240.00. Total estimated fees are \$75,635.00.

Recommendation:

It is recommended that the Duluth School Board approve entering into an agreement with Northland Consulting Engineers LLP, to perform the work scope as defined in the attached proposal #18-0920, dated September 25th, 2018, with total estimated fees of \$75,635.00.

Enclosures

Civil Engineering Agreement

Between:	Northland Consulting Engineers, LLP 102 S 21st Avenue West Duluth, MN 55806	AND	Attn: David Spooner Independent School District 709
Date:	September 25, 2018		
Project Name:	Public School Stadium Track Reconstruction		
Project Location:	Duluth, MN		
NCE Proposal #	18-0920		
Project Description:	<p>This proposal covers the Civil Engineering Services for the project. NCE will assist the owner with civil engineering and track design. This proposal is based on site visits with Dave Spooner and Everett Brasch with Beynon Sports. The preliminary engineering phase will be a key aspect of the project. Once an investigation of the underlying soils is performed NCE will provide options and recommendations for the new track section. In the design engineering phase NCE will provide construction documents for the option selected by the school district. The construction engineering phase will be hourly. NCE will provide construction inspection throughout construction and provide a record drawing to the district upon completion of the work.</p>		
Basic Scope of Services:	<p>Civil Engineering: NCE shall provide the following Civil Engineering Services for this project:</p> <ol style="list-style-type: none"> 1. Task 1 – Preliminary Engineering 2. Task 2 – Design Engineering 3. Task 3 – Construction Engineering <p>The Following are excluded from the project scope:</p> <ol style="list-style-type: none"> 1. Any services not listed above in the included scope 2. Wetland Delineation & Permitting 3. Landscape Design 		
Compensation:	<p>NCE’s proposed compensation is Lump Sum for Task 1 and Task 2. For Task 3, Construction Engineering Services, NCE’s proposed compensation will be Hourly. These fees are based on the Project Description and Basic Services identified above and in the attached Design Fee Estimate Worksheet. If the understood project area, scope, program or complexity changes significantly, our fee may require adjustment.</p> <p>Task 1 – NCE Preliminary Engineering (Lump Sum): 16,395.00</p> <p>Task 2 – NCE Design Engineering (Lump Sum): \$38,000.00</p> <p>Task 3 – NCE Construction Engineering (Hourly): \$21,240.00</p> <p>Total Engineering Fee: \$75,635.00</p>		
Additional Services:	<p>Any Additional Services beyond the Basic Services outlined above will be performed only upon your instruction and will be billed at the following hourly rates:</p> <ul style="list-style-type: none"> • Principal Professional Engineer - \$160.00 • Professional Engineer - \$130.00 		

Reimbursable Expenses:

- Civil Technician / Designer - \$80.00
- Clerical / Office Manager - \$50.00

Reimbursable expenses are in addition to compensation for basic services and Additional Services and shall include: Mileage, reproduction

Other Terms:

Northland Consulting Engineers, L.L.P. (NCE) shall perform the services outlined in this agreement for the above stated fee arrangement.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and NCE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Access To Site

Unless otherwise stated, NCE will have access to the site for activities necessary for the performance of the services. NCE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Indemnification

The Client shall indemnify and hold harmless NCE and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except NCE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and NCE, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, NCE's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of NCE's fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, the NCE's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the NCE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents

All documents produced by the NCE under this agreement shall remain the property of the NCE and may not be used by the Client for any other endeavor without the consent of the NCE.

Dispute Resolution

Any claim or dispute between the Client and the NCE shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of the NCE.

We understand that this proposal including the terms and conditions will serve as our contract for this project.

Submitted By:

David Bolf, P.E.
Partner, Northland Consulting Engineers L.L.P.

**Authorization
By:**

Name, Title and Date:

NCE CIVIL DESIGN FEE ESTIMATE WORKSHEET

Job No.: 18-0920	Title: Public School Stadium Track Reconstruction
Date: 9/20/2018	Client: David Spooner - Independent School District 709

Activity	Estimated Hours					Extended Cost
	Principal	PE	Tech.	Clerical	Other	
TASK 1 - Preliminary Engineering Services						
Project Meetings & Coordination	2	4				\$ 840.00
Provide (2) Preliminary Options	2	4	16			\$ 2,120.00
Cost Estimating for Options		8				\$ 1,040.00
Report Evaluating Options and Final Recommendation		8				\$ 1,040.00
NCE Preliminary Engineering Subtotal:	4	24	16	0	0	\$ 5,040.00
Sub-consultant Engineering Services						
Storm Sewer Investigation - <i>Superior Construction</i>	Lump Sum					\$ 1,000.00
Sub-surface Soils Investigation - <i>Braun Intertec</i>	Lump Sum					\$ 5,855.00
Topographic Survey - <i>Alta Land Survey Company</i>	Lump Sum					\$ 4,500.00
Sub-consultant Engineering Subtotal:						\$ 11,355.00

TASK 2 - Design Engineering Services						
Activity	Principal	PE	Tech.	Clerical	Other	Extended Cost
Project Meetings & Coordination	4	4				\$ 1,160.00
Develop Existing Conditions and Removals	8	8	28			\$ 4,560.00
Site & Grading Plans	16	24	72			\$ 11,440.00
Stormwater Pollution Prevention Plan	12	24	28			\$ 7,280.00
Details & Typical Sections	12	24	32			\$ 7,600.00
Specifications & Bidding Documents	8	32				\$ 5,440.00
Permit Preparations						
NPDES Construction Stormwater Permit		2				\$ 260.00
City of Duluth Erosion Control Permit		2				\$ 260.00
Design Engineering Subtotal:	60	120	160	0	0	\$ 38,000.00

TASK 3 - Construction Engineering Services (**This is an estimate only.**)						
Activity	Principal	PE	Tech.	Clerical	Other	Extended Cost
Bidding Assistance	8	16				\$ 3,360.00
Shop Drawing Review and Answer Construction Questions	8	16				\$ 3,360.00
Construction Inspection and Construction Meetings	20	20	64			\$ 10,920.00
Record Drawing Preparation	4	8	24			\$ 3,600.00
Construction Engineering Subtotal:	40	60	88	0	0	\$ 21,240.00

NCE RATES/HOUR	
Principal	\$ 160.00
PE	\$ 130.00
Technician	\$ 80.00
Clerical	\$ 50.00
Other	\$ -

NCE REIMBURSABLE EXPENSES	QTY.	EXTENDED COST
Mileage (per mile)	\$0.62	\$0.00
Bond Plan Copies (each)	\$3.00	\$0.00
Photocopies	\$0.15	\$0.00
Photographs (each)	\$3.00	\$0.00
TOTAL REIMBURSABLE EXPENSES:		\$0.00

Task 1 Engineering Fee:	\$ 16,395.00
Task 2 Engineering Fee:	\$ 38,000.00
Task 3 Engineering Fee:	\$ 21,240.00
Total NCE Fee:	\$ 75,635.00

SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

THIS AGREEMENT is by and between INDEPENDENT SCHOOL DISTRICT NO. 709 hereinafter referred to as the “School District”, and the CITY OF DULUTH, hereinafter referred to as “City”.

WHEREAS, the School District and the City desire to join in mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, the State Legislature has provided in Minnesota Statutes Section 124.912, Subdivision 6, a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

ARTICLE I

SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES

1. For the purpose of this Agreement, the term “school resource officer” shall have the meaning and duties described by this article and in the job description attached to this Agreement as Exhibit A.

1.1. The school resource officer will be a police officer of the Duluth Police Department who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police and other resources in reaching the children’s and the community’s needs and problems.

1.2. The duties of the school resource officer include the following:

a. Strive to develop a better understanding within the school system of the law enforcement process.

b. Confer with parents, students, neighbors, school personnel and other members of the community regarding pre-delinquent behavior.

c. Identify problems focused on children by inspecting the school area, grounds and property while being watchful for loiterers and suspicious persons or

automobiles; by frequently visiting high-delinquency areas for law violators; and by observing matters conflicting with the best interests of the students.

d. Conduct investigations within the school and surrounding community, both criminal and other, as deemed necessary by the Police Department or between the Police Department and school personnel by mutual agreement.

e. Investigate cases as assigned by the Police Department. These cases will vary in number and complexity thereby requiring flexibility in the hours that the officer works and requiring a freedom to leave the school building at various times.

f. In the instance of law violations, serve in the normal police officer capacity. That is, the officer has the obligation to protect life, limb and property; to prevent crime; to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing, to orient activities toward rehabilitation and correction.

g. Continue as a member and employee of the Police Department of the City of Duluth and will operate under the direct administration and supervision of the Police Department. Work in cooperation with school administrators towards mutually agreed upon goals involving the Police Department, the School District, and the students. The school resource officer shall not have disciplinary authority within the school.

ARTICLE II

FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM

2. The parties agree that during the life of this Agreement the number of school resource officers actually employed pursuant to this contract may be adjusted upward or downward by mutual consent of the parties. The parties agree to meet on an annual basis on or before April 1 of each year of this agreement to review the number of officers to be employed for the next upcoming school year.

2.1 School resource officers shall spend approximately sixty-two (62%) percent of their time (annually) working directly on school district issues as identified in Paragraphs 1.2 a,b,c, above. (This represents 36 weeks with approximately 90 percent availability which equals 32.4 weeks).

2.2 School District agrees to pay to the City per school resource officer for a total of four (4) school resource officers during each year of this two-year agreement in accordance with the following schedule:

* Year 2018-2019 rate per officer is \$ 61,142.41 and/or \$244,569.64 total reimbursement.

* Year 2019-2020 rate per officer is \$ 62,976.68 and/or \$251,906.72 total reimbursement.

a. Fifty percent (50%) of the total amount to be paid during any year of this agreement is due and owing on June 15th of each year of the agreement.

b. Fifty percent (50%) of the total amount to be paid during any year of this agreement is due and owing on December 15th of each year of the agreement.

c. The City agrees to provide an invoice for payments specified in this Article. All payments received under Paragraph 2.2 above shall be deposited in City Fund Number 110-160-1610-4261.

ARTICLE III RESPONSIBILITY OF SCHOOL DISTRICT

3. The School District shall be responsible for the following duties and/or services:

a. Provide guidance and assistance to the school resource officers through the principals, teachers, administrative staff and student body.

b. Provide a private office, desk, telephone with outside line for use by the school resource officers to meet with people on both a public and private meeting basis.

c. Require its principals to coordinate the efforts of the school resource officer within the schools.

ARTICLE IV
RESPONSIBILITY OF CITY

4. The City shall be responsible for the following duties and/or services:
- a. Provide school resource officers to the school district in the middle and secondary schools in the numbers as agreed to in Paragraph 2, above.
 - b. Assign each of the school resource officers using a team approach which allows for better coverage during each school year. Assignments shall be at the discretion of the Chief of Police or the Chief's designee.
 - c. Provide Police Department equipment needed by the school resource officer to perform necessary functions.
 - d. Provide training and education within the scope of the Police Department of the City.
 - e. Provide temporary replacements for the school resource officers as deemed necessary by the Police Department or in the event a school resource officer's absence extends beyond five consecutive days.

ARTICLE V
INDEMNITY AND HOLD HARMLESS

5. The City agrees to indemnify and save harmless the School District of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the City of any property, structures, or equipment of the School District (whether improved , modified, altered, or developed by the City or otherwise) or any activities sponsored by the City taking place on any such property, structures or equipment.

5.1 The School District agrees to indemnify and save harmless the City of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever

(including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the School District of any property, structures or equipment of the City (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the School District taking place on any such property, structures or equipment.

5.2 The indemnity provisions of Paragraph 5 shall not apply to any liability incurred by the School District as a result of any wrongful or tortious acts of the School District, its officers, agents or employees.

5.3 The indemnity provisions of Paragraph 5.1 hereof shall not apply to any liability or expenses incurred by the City as a result of any wrongful or tortious acts of the City, its officers, agents or employees.

5.4 The parties hereto agree to cooperate with one another in the defense of any claim, demand or rights of action within the terms of this Agreement.

5.5 In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

ARTICLE VI GENERAL PROVISIONS

6. Regardless of the date of attestation, this Agreement shall commence on June 7, 2018 and be in effect for two years commencing on June 7, 2018 and ending on June 6, 2020. Either party may terminate this Agreement by providing six months written notice to the other of its intention to terminate this Agreement.

6.1 It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

6.2 This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other

person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

6.3 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

6.4 This Agreement, together with all of 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.

6.5 The waiver by the parties of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

6.6 Notice to City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to Duluth Chief of Police, 2030 N. Arlington Avenue, Duluth, Minnesota 55811. Notices to School District shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to ISD 709, Director of Business Services, 215 N 1st Ave East, Duluth Minnesota 55802 or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

6.7 This Agreement may be executed in separate counterparts with the same effect as if all signatures were on the same Agreement.

6.8 For purposes of this Agreement, a telecopy or facsimile document and signature shall be deemed as, and shall serve as, an original Agreement and signature.

6.9 This Agreement, along with any attached exhibits, embodies the entire understanding of the parties and there are no further or other agreements, permits, or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

6.10 The understandings of Paragraph 6.9 above shall also extend to any uncommunicated expectations the parties may have and not specifically mentioned in this

Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____
Mayor

By _____
Chairman

ATTEST: _____
City Clerk

ATTEST: _____
Clerk

DATE: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney



EXHIBIT A

DULUTH POLICE DEPARTMENT

JOB SPECIFICATIONS

SCHOOL RESOURCE OFFICER

I. PURPOSE:

The Police Department maintains school resource officers to reduce delinquency and crime in the community; to help develop a better understanding of laws and law enforcement among young people and to develop and maintain a cooperative relationship with the Duluth School District.

II. ASSIGNMENT:

Assignment to the position of school resource officer shall be deemed temporary and not a promotion. Reassignment may occur at any time depending on officer performance and the need and priorities of the Police Department's Administration. Assignment as a school resource officer is anticipated to last three years, after which a rotation of assignment may occur.

All school resource officers work under the direct supervision of the Juvenile Services Unit Sergeant. During school holidays and days off, the school resource officer may be assigned other duties within the patrol area or elsewhere, depending upon departmental needs

III. DUTIES AND RESPONSIBILITIES:

The school resource officer's primary responsibility is one of being a sworn law enforcement officer. However, the school resource officer will assist in the coordination of a community approach to juvenile issues involving the schools, parents, police, and outside resources reaching the needs of both children and the community. This blended community approach will include:

- Actively promote and support the goals and mission statement of the Duluth Police Department;
- Promote and participate in the Department Community Policing effort;
- Operate under the direct administration and supervision of the Duluth Police Department;
- Conduct preliminary and follow-up investigations, complete initial event reports as necessary, and process assigned cases. The cases may involve the following assigned responsibilities:
 - interview complainants, witnesses, victims, and subjects, and taking statements when necessary;
 - collect and preserve evidence and provide for its identification and analysis;
 - prepare and serve search warrants and arrest warrants when needed;
 - complete written reports; and
 - present completed cases for prosecution or diversion in accordance with the guidelines set up by the St. Louis County Attorney and the Duluth Police Department

- Work in cooperation with the Duluth School District, District Court, St. Louis County Attorney's office, Arrowhead Regional Corrections, St. Louis County Social Services, Safe School Healthy Students Partners, detention and shelter facilities;
- Process arrests during school days when possible. Process status and non-status offenders until Social Service agencies can become involved;
- Work with residents, businesses, students, and staff to identify and resolve unique neighborhood/school problems and issues;
- Serve as a resource to staff, administration, parents, and students regarding police and juvenile policies and procedures, and juvenile court procedures and determinations. Be available to help students who may be experiencing problems for whatever reasons.
- When available, respond to teachers' requests to speak to classes;
- Perform public relations activities as requested by the Duluth Police Department and the Duluth School District;
- Serve as a resource to other officers in coordinating and facilitating information and investigations concerning juveniles;
- Meet or participate in student focused teams at the school;
- Check school grounds for loiterers and take appropriate action;
- Make referral to the appropriate community agency or school personnel when the officer receives information or observes the conditions that jeopardize the welfare of students;
- When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family members, consulting with probation, social services or other appropriately responsible organizations.
- Work with school staff, offenders, victims and parents to resolve conflicts and help students develop conflict resolution skills.
- Speak with classes to educate them about what your responsibilities are to help them understand police can provide other services other than arrests.
- Establish a close association with youth who have committed delinquent acts to decrease recidivism;
- Identify gang activity and members; develop and implement plans related to deterring gang recruiting and increasing enforcement; and
- Monitor reported runaway reports and take action on same when appropriate. Make referral to appropriate human service agency.
- Assist with the School Safety Patrol and DARE Programs.

September 25, 2018

Greetings Superintendents,

I hope your school year is off to a great start. I have enclosed the contract for the 2018-2019 school year, a list of the College in the High Schools courses you are offering for college credit through Fond du Lac Tribal and Community College, an invoice for the school year, and the Concurrent Enrollment Program Aid form.

Please sign and return a copy of the contract to the college, I have enclosed a self-addressed stamped envelope.

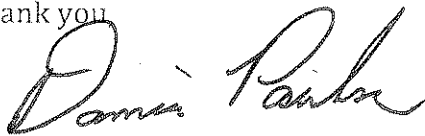
Please submit payment to our business office at your earliest convenience.

The Concurrent Enrollment Program Aid form is due to the Minnesota Department of Education by 10-30-2018.

Thank you for your time and effort in making our College in the Schools program successful for both FDLTCC and your high school.

If you have any questions, please call me at 218-879-0795 or email dpaulson@fdltcc.edu.

Thank you



Damien Paulson
Coordinator CITS and Placement Tests
2101 14th Street
Cloquet, MN 55720

COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2018-2019 Academic Year

Fond du Lac Tribal & Community College (FDLTCC) and ISD #709 enter into the following agreement to offer college classes in the secondary school in the College in the High School Program - A partnership with secondary schools.

1. The college courses shall be those that are regularly developed and taught at the campus of the sponsoring college, and which would be accepted as part of the general education requirement for the associate degree.
2. Teachers of college courses in high schools should have (1) a master's degree in the field to be taught; or (2) master's degree and 18 graduate credits which would apply to the field to be taught; and (3) has had at least 5 years of successful teaching in the subject area to be taught; and (4) must provide the college with a resume, transcripts, and teaching certificates. **If instructors do not meet the credentialing requirement they must have a professional development plan on file with the college in order to teach the class during 2018-2019 school year.**
3. Textbooks and other instructional material, which are specified in the course outline, shall be ordered through the college bookstore unless the college authorizes an exception. The college mentor for the course will work with the instructor on textbook selection.
4. The course content and course outline are to be followed. The high school instructor will be assisted and supported by a mentor designated by the college. The high school should make every effort to provide the high school instructor with as much extra preparation time as possible.
 - A. Course plans shall be developed which address:
 - The length and number of class meetings and how they will be used to cover the subject matter of the course.
 - Class lists and procedures for adding or dropping courses. (A student may drop a course within the 25 days of the college schedule.) High school teachers must report all class withdrawals to the college two weeks before final grades are submitted to the college.
 - Library resources and college writing expectations.
 - Required materials and tests.
 - Attendance policy and how it applies to grading.
 - B. For courses that are taught for the first time by a high school instructor where either (1) the course or (2) the high school instructor is receiving supervision for the first time by the cooperating college instructor, meetings shall take place as follows:
 - At least one meeting between the cooperating college instructor and the high school instructor prior to the start of the course.
 - At least three in-person observations per class section by the cooperating college instructor. Written reports of these observations shall be made to the program director, who will report to the Dean of Instruction, and to the high school principal.
 - At least one follow-up meeting between the cooperating college instructor and the high

COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2018-2019 Academic Year

school instructor. Any recommendations are to be given to the program director who will consult with the Dean as necessary.

C. For repeat courses or courses that continue as part of a sequence which involve both (1) the same high school instructor: and (2) the same cooperating college instructor, at least two meetings shall be arranged between the two instructors.

5. Class enrollment is restricted to students registered through Post-Secondary Enrollment Options, Concurrent Enrollment or Board Policy 111.01.03.

6. The high school will establish college approved selection criteria for admissions to the college courses with a priority given to those students who demonstrate the ability to benefit from college level course work. These criteria and standards for admissions shall be distributed to high school students by the high school.

The Minnesota State Colleges and Universities (MNSCU) Board Policy stated the following requirements shall apply (1) to high school students participating in the Post-Secondary Enrollment Options program in a community college; and (2) to community college courses taught by high school teachers, to high school students, through a cooperative arrangement between a community college, and a high school.

PSEO participation shall be available to juniors and seniors enrolled through a Minnesota high school, home school, or alternative-learning center who present evidence of the ability to perform college-level work. Such evidence includes the following:

A. for juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA

B. for seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA

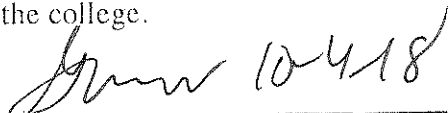
C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.

D. Students who are eligible for College in the Schools must fill out a CITS application and take a placement test (Accuplacer/ACT/MCA). The accuplacer shall be administered by the college staff to high school students seeking to enroll in CITS classes. If the scores for any high school student indicate a lack of preparation for college level work, enrollment should not be approved.

An exception to the above standards may be approved by the community college president or provost based on a signed statement by the high school principal, or other authorized school official, indicating that the student could benefit from college courses, and is recommended for admission.

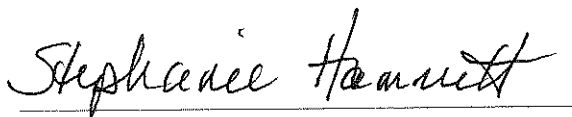
COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2018-2019 Academic Year

7. Parents of prospective students will be given an opportunity to meet with Instructor, Guidance Counselor, and College Representative to discuss the student's responsibilities.
8. The college will provide registration, grade reports, transcripts, maintain records for high school students, and award full college credit for successfully completed courses.
9. The high school will provide a qualified instructor, classroom and lab facilities (if needed), instructional materials (including textbooks), and time for the instructor to plan the course and meet with the designated mentor.
10. The fee will be \$2250 for each CITS Course offered per semester. Multiple sections of the same course taught by the same instructor during the same semester will not incur an additional fee. The course will be at no cost to the student.
11. A minimum of 10 students is needed to run any class at the high school under this program. This requirement may be waived at the discretion of the FDLTCC President.
12. Classes shall be discrete college or university level courses that must have at least 51% of the students taking the course for college credit. However, to help maintain the integrity of the class, schools should try to maintain as high a percentage of college credit students as possible with 100% being ideal.
13. High School instructors teaching CITS classes must make every effort to attend annual college professional development days provided by the college.



Superintendent

~~Superintendent~~ Board chair
David Kirby



Stephanie Hammitt, President
Fond du Lac Tribal & Community College

FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
 COLLEGE IN THE SCHOOLS COURSES
 2018/2019

Duluth Denfeld High School (ISD #709)

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
Political Science:			
POLS 1010- American Government	1	3	Ethan Fisher
POLS 1010- American Government	2	3	Ethan Fisher
Psychology:			
PSYC 2001- General Psychology	1	4	Gina Hollinday
Science:			
PHYS 1001- Introduction to Physics	AY	4	Kevin Michalicek
CHEM 1010- General Chemistry I	AY	5	Kevin Michalicek

5 Classes X \$2,250= \$11,250

FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
 COLLEGE IN THE SCHOOLS COURSES
 2018/2019

Duluth East High School (ISD #709)

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
Law Enforcement:			
L.AWE 1001- Introduction to Crim. Just.	1	3	Richard Updergove
Political Science:			
POLS 1010- American Government	1	3	Richard Updergove
POLS 1010- American Government	2	3	Richard Updergove
Psychology:			
PSYC 2001- General Psychology	1	4	Jacalyn Ring
PSYC 2001- General Psychology	2	4	Jacalyn Ring
Science:			
CHEM 1010- General Chemistry I	AY	5	Tim Juba
PHYS 1001- Introduction to Physics	AY	4	Cheryl Kurosky
7 Classes X \$2,250= \$15,750			

RESOLUTION

Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Congdon	Xin Liang	\$100.00	Art dept.	
Congdon	Anne Collins	\$80.00	Battle of the Books	Congdon's first battle of the books
District-wide	Surgical Services Charity Committee	\$250.00	Outstanding hot lunch balances	no school specified
East	Minnesota Vikings	\$800.00	Football	
East	Corrina Halstead	\$250.00	Drama dept.	
East	Deanna Bennett	\$500.00	Drama dept.	
East	Gerald Martin	In Kind	Art dept.	Donations of camera equipment
Laura MacArthur	Duluth Public School Fund Endowment Grants	\$4,619.00		\$1,920.00 for Adam Metzger/drums \$1,132.00 for Kim Eaton/STEM \$1,567.00 for Kim Eaton/Wiggle While you Work
Lester Park	Vicki Simich	In Kind	Lester Park students	Dozen bags of school supplies; donated in the memory of Michael Simich on behalf of his wife (Vicki) and brother. Mike attended Lester Park in the 1950s & early 1960s.
Lester Park	Emily High & Health Partners Employees	In Kind	None	3 backpacks filled with supplies

Lester Park	Gayle and Jonathan Koop	\$200.00	None	In lieu of the Fun Run fundraiser; should go to Lester Park School and not the fundraiser
Lowell	Lowell PTA Families	In Kind	None	60 hours donated towards the 2018 Summer Garden Volunteering Project between the dates of 6/11/18 - 8/25/18
Lowell	Adventure Club/Positive Energy Outdoors	In Kind	None	45 hours donated towards the 2018 Summer Garden Volunteering Project between the dates of 6/11/18 - 8/25/18
Lowell	Cub Foods and community	In Kind	None	Cub employees, Wendy & Randy delivered grocery bags of school supplies. They said 57 community members chose Lowell as their school to donate supplies to
Lowell	Lowell PTA/Sarah Pugliese	\$50.00	None	Two \$25 gas cards
Lowell	Maurices	In Kind	None	Maurices' staff presented Lowell with school supplies, several boxes of snacks and many white boards. Maurices' had contacted Jen Larva and asked what our needs were; based on her response they "shopped" for Lowell.
Lowell	Cub Foods and Community	In Kind	None	Cub Foods employees, Wendy and Brandon came with ANOTHER 52 bags of donated school supplies from their company and the community. This is in addition to 57 bags of school supplies that were donated in August.

RESOLUTION

Authorized Bank Account Signer – October 2018

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

District Building	Banking Institution	Account Number	Addition of Authorized Signer	Removal of Authorized Signer
ISD 709	MN Liquid Asset Fd	XXXXX3	Catherine Erickson	--
ISD 709	MN Trust	XXXX8	Catherine Erickson	--
ISD 709	Piper Jaffray	XXXXXXXX5	Catherine Erickson	--
ISD 709	MBS	XXXXX9	Catherine Erickson	--
ISD 709	US Bank	XXXXXXXX6	Catherine Erickson	--
ISD 709	Harbor Pointe Credit Union	XXX23	Catherine Erickson	--

**Expenditure Contracts Signed
September 2018**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of September 2018:

Name	Amount (or Not to Exceed)	Source	Description
Interquest Canines	\$5,040.00	Asst. Supt.	Canine assisted search of school properties for contraband at both high schools
Lake Superior College	\$13,500.00	Curriculum	Amendment to original contract for College in the Schools (CITS). Lowers cost from \$15,750 to \$13,500.
John Hoban	\$10,000.00	Facilities	Vacant building heat inspections during winter
Johnson Controls	\$20,490.00	Facilities	Software migration due to previous software no longer being supported
Obermiller Nelson Engineering	\$23,900.00	Facilities	Professional engineering services related to architectural, mechanical, and electrical assessments at HOCHS
YWCA	\$14,000.00	Head Start	Head Start and Early Head Start services
Foster Grandparent Program	\$300.00	Homecroft	Program works with special and/or exceptional needs students
Foster Grandparent Program	\$175.00	Laura MacArthur	Program works with special and/or exceptional needs students
Heart of Dance	\$4,000.00	Lowell	Dancing in the classrooms
Cloquet Transit	\$5,670.00	Special Services	Transportation of student
Cloquet Transit	\$23,409.00	Special Services	Transportation of student
Emily Engel	\$6,000.00	Special Services	Deaf hard of hearing interpreter services

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of September, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Interquest Canines, 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 as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 4, 2018, and shall remain in effect until June 7, 2019 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.** Interquest shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of administration with Interquest acting as an agent of the district while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by district officials, shall be subject to inspection. Contraband detected on district property is the responsibility of the district. Suspected drugs of abuse may be field tested to provide preliminary or presumptive identification of the drug.
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.
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 \$5040 (8 visits each for Denfeld and East). 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 care of _____, ISD 709, Duluth Public Schools, 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: Interquest Canines, 34501 640th Ave., Wadena, MN 56482.

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.

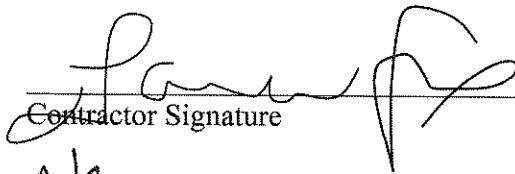


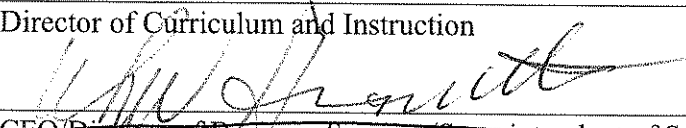
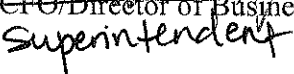
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: Contractor must provide Worker's 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.

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.

	48-1267021	Sept. 5, 2018
Contractor Signature	SSN/Tax ID Number	Date
		
Program Director		Date
		
Director of Curriculum and Instruction		Date
		9/5/18
CFO/Director of Business Services/Superintendent of Schools		Date
		



**2018- 2019 Concurrent Enrollment
Between
Lake Superior College
And
Duluth School District ISD #709**

PURPOSE

The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program. CITS 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.

This agreement between the Duluth school district (ISD #709) and Lake Superior College, Duluth, Minnesota is effective for the 2018-2019 academic year. The intent of this agreement is to provide Duluth school district students an opportunity to enroll in Lake Superior College courses through Concurrent Enrollment to create a seamless educational path for area high school students. Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.

COST

The cost to the high school is **\$2,250 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 of \$2,250.00 per teacher. The billing date for courses is November 1, 2018 with payment expected 30 days later. The total cost is **\$15,750 for the courses listed** ($\$2,250 \times 7 \text{ courses} = \$15,750$).

TRANSCRIPTS

LSC College in the Schools staff works with high school staff to verify class rosters and final grades each term for the enrolled students, and LSC will record final course grades on an official LSC transcript. Students may request an official transcript by following the steps found here: <http://www.lsc.edu/current-students/records-registration/transcripts/>.

STUDENT QUALIFICATIONS

Students must meet minimum requirements for PSEO enrollment. For more information, please see <http://www.minnstate.edu/admissions/pseo/>.

Eligibility:

- Seniors must rank in the top half of their class or have a 2.5 cumulative G.P.A.
- Juniors must rank in the top third of their high school class or have a 3.0 cumulative G.P.A;
- Sophomores may enroll in specific Career and Technical Education (CTE) courses if they achieved the composite proficiency level of "meets or exceeds" on the 8th grade MCA reading test.
- Students must also meet the pre-requisites of individual courses, which may include Accuplacer scores, ACT scores, MCA scores, or prior college coursework.

INSTRUCTOR QUALIFICATIONS

High School instructors of CITS courses must meet the minimum qualifications set by the Minnesota State College Faculty Association and Minnesota State Colleges and Universities. Please refer to the following link: <http://www.minnstate.edu/system/asa/academicaffairs/cfc/index.html>

COLLABORATION REQUIREMENTS

Lake Superior College CITS Staff

- Complete registration for each CITS class.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Adjust records for student in accordance with add/drop and withdrawal policies.

- Provide high schools with course outlines for each CITS class.
- Inform CITS students about academic and student support services available to all college students.
- Provide necessary registration, withdrawal, and add/drop policy tools and information.
- Provide transcript request information to all students.
- Send class lists to high school as soon as the registrations are complete.
- Work with each high school to ensure that CITS class lists are correct.
- Work with each high school to ensure all grades are submitted and transcribed.

Lake Superior College Faculty Mentors:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus with the CITS instructor, 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) 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 to the high school per course.
- Arrange to guest lecture if requested by the high school instructor.
- Upon request, 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.

High School Instructors, Administrators, and Staff:

- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents or guardian before students enroll in CITS courses to ensure students and their parents/guardians are fully aware of the risks and possible consequences of enrolling in CITS courses.
- Agree to terms of the LSC policy for add/drop processes and withdrawals and contact the LSC CITS staff for withdrawals in accordance with LSC policy.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide ACT scores 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) with LSC faculty mentor.
- Provide LSC with a course syllabus and sample assignments, exams, projects for each CITS course to ensure the course meets the learning outcomes in the LSC course outline.
- Ensure teachers of CITS courses comply with the Minnesota State credentialing policy.
- 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.
- Submit new course proposals and documents by April 6, 2018.
- Sign CITS contract and return to LSC by April 27, 2018. Submit amendments by August 1, 2018 for the 2018-19 academic year.

COURSES

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

Cost: \$15,750

Course	Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (x)			Course End Date
					Fall (Sept-Jan)	Spring (Jan-June)	All Year (Sept-June)	
*ALTH 1400	Intro to Allied Health (D&E)	2	Kimberly Olson	TBD				
*ALTH 1410	Medical Terminology (D&E)	1	Kimberly Olson	TBD	X			
*BIOL 1005	Intro to Cell Biology (E)	1	James Kyes	TBD				
*BIOL 1140	Human Anat & Phys (E)	4	James Kyes	TBD		X		
*BIOL 1005	Intro to Cell Biology (D)	1	Alison Wood	TBD				
*BIOL 1140	Human Anat & Phys (D)	4	Alison Wood	TBD				
MATH 1150	Pre-Calculus (E)	5	Peter Graves	TBD		X		
MATH 1150	Pre-Calculus (D)	5	Ed Lewis	TBD		X		
MATH 1150	Pre-Calculus (E)	5	Bill Garnett	TBD		X		
NUNA 1420	Nursing Assst/HHA (D&E)	4	Kimberly Olson	TBD				

For multiple terms for a course, please indicate both terms with (x).
*Courses are considered one course for one fee.

Duluth Public Schools

W. Brant
Superintendent or Assistant Superintendent

W. Brant
Director of Curriculum and Instruction

Barrett She
East Principal

Lake Superior College

131
Jenna Treubert, College in the Schools Coordinator

W. Brant
Michael, Director of Affiliations

W. Brant
Michelle, Student Affairs

W. Brant
Daryl, Principal

*Note: Contract not valid until all signatures are obtained.

Please pay close attention to designated terms of course offerings as LSC faculty mentor assignments must be made prior to start of term. Changes/amendments to this contract must be made by August 1, 2018 for Fall semester terms. Additions to the contract for spring term only courses may be considered if requested and approved by December 1, 2018.

Amendment to LSC Contract Agreement for 2018-2019 School Year
Submitted prior to August 1, 2018 (No changes shall be revised after this date)

Change Requested: Remove BIOL 1005 and 1140 at Denfeld
 Reason for Change: School request, class not offered this year
 Payment change: -\$2,250 for new total of \$13,500

REVISED COURSE LIST

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

Course	Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (x)			Course End Date
					Fall (Sept- Jan.)	Spring (Jan-June)	All Year (Sept-June)	
*ALTH 1400	Intro to Allied Health (D&E)	2	Kimberly Olson	TBD	X			
*ALTH 1410	Medical Terminology (D&E)	1	Kimberly Olson	TBD	X			
*BIOL 1005	Intro to Cell Biology (E)	1	James Kyes	TBD		X		
*BIOL 1140	Human Anat & Phys (E)	4	James Kyes	TBD		X		
MATH 1150	Pre-Calculus (E)	5	Peter Graves	TBD		X		
MATH 1150	Pre-Calculus (D)	5	Ed Lewis	TBD		X		
MATH 1150	Pre-Calculus (E)	5	Bill Garnett	TBD		X		
NDUNA 1420	Nursing Asst/HHA (D&E)	4	Kimberly Olson	TBD		X		

For multiple terms for a course, please indicate both terms with (x).
 *These courses are considered one course for one fee.

Duluth School District

[Signature]
 High School Guidance Counselor or Designee

[Signature]
 Denfeld Principal

[Signature] 9/10/18
 Director of C&I or Designee

Lake Superior College

[Signature]
 Jenna Tremberth, College in the Schools Coordinator

[Signature]
 Sherry Sanchez Tibbets, Interim Director of Admissions

[Signature]
 Michael Seymour, VP Academic & Student Affairs

Date _____
 *Revised: Contract not valid until all signatures are obtained Cc: LSC Business Office

Date _____

Memorandum

To: Bill Gronseth
Superintendent

From: Dave Spooner *Dave Spooner*
Manager of Facilities

Date: September 25, 2018

Re: HVAC Temporary Winter Position

The District HVAC shop employs two personnel that maintain heating and ventilation systems district-wide. These positions are housed and work out of Facilities Management.

Currently we have 3 vacant buildings, which need inspection 3 times per week to ensure heating systems are operating correctly, and that there are no hazards that could impact building integrity. This weekly effort consumes 3 hours of time each day, with 9 hours total over the three days each week.

To properly focus our in-house staff on current regular work, I am recommending we temporarily hire John Hoban, in a similar manner as years past, to perform this vacant building inspection task, for a time period not to exceed 26 weeks, and a cost not to exceed \$10,000.

Recommendation:

I am recommending that we enter into agreement with John Hoban, in a temporary manner not to exceed 26 week, and not to exceed \$10,000, as per attached contract.

Enclosure(s)

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of September, 2018, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and **Mr. John K. Hoban**, 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 ISD 709 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 Monday, October 29, 2018, and shall remain in effect until Friday, April 26, 2019, 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.** To work in the capacity as a School Equipment Maintenance Mechanic, performing work as assigned or directed, between the hours of 6:00 AM to 2:30 PM, Monday through Friday, for up to 26 weeks. Tasks assigned will be directly related to the attached position description. (Addendum A)
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement;
 2. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at a rate of \$32.68 per hour, up to a sum not to exceed \$10,000.00.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.
7. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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.

8. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Dave Spooner, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: John K. Hoban, 3352 Lindahl Road, Duluth MN 55810

10. **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 ISD 709.

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

12. **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.

13. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon 7 days written notice to the other party as provided for in this Agreement.

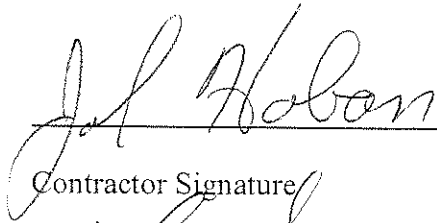
14. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
William Gronseth	Superintendent

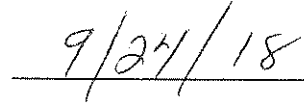
The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

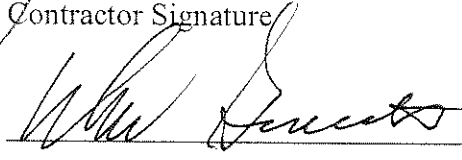
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.



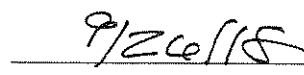
Contractor Signature



Date



Superintendent



Date

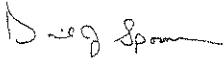
ADDENDUM A

For three days each week, to walk the entire building, checking all spaces for proper operation; to include the inspection of the boilers and associated heating system components and to sign the required boiler logs. If problems of any nature are found it is required to notify the Facilities Manager. This addendum A references the three buildings listed below:

Central High School – Non-Active Vacant Building
Secondary Technical Center/Main – Non-Active Vacant Building
Garfield Utility/Maintenance Building – Non-Licensed Staff in Building

Memorandum

To: Bill Gronseth, Superintendent

From: Dave Spooner 
Manger of Facilities

Date: September 26, 2018

Re: JCI – P2000 – Access Control Upgrade and Migration to C-Cure 9000

Attached are two copies of two agreements with Johnson Controls Inc to provide the following:

- Upgrade P2000 to latest version at the cost of \$8,900.00.
- Migrate from P2000 to C-cure 9000 Access Control Software at the cost of (\$47,500.00)
- 2 Year Planned Service Agreement at the cost of year one \$5360.00, year two \$6230.00.

Total two year cost of \$20,490.00.

Due to the fact that we agreed to be a Beta tester for the C-Cure 9000 software, to provide user feedback and data to help develop the software user written guides, JCI is willing to absorb \$47,500.00 of the upgrade cost. If we do not proceed with the proposal this year, our P2000 current software will become unsupported next year, and we will have to pay the full upgrade cost of \$67,990.00.

This software migration is required due to JCI purchasing SimplexGrinnell and Tyco, and determining to utilize the C-Cure 9000 software and foregoing the P2000 software which is no longer sold.

As stated the total two year cost is \$20,490.00.

Recommendation:

It is recommended that Bill Gronseth, Superintendent of Schools, enter into an agreement with Johnson Controls Inc, to perform the work scope as defined in the attached agreements, dated September 26th 2018, for a total cost of \$20,490.00..

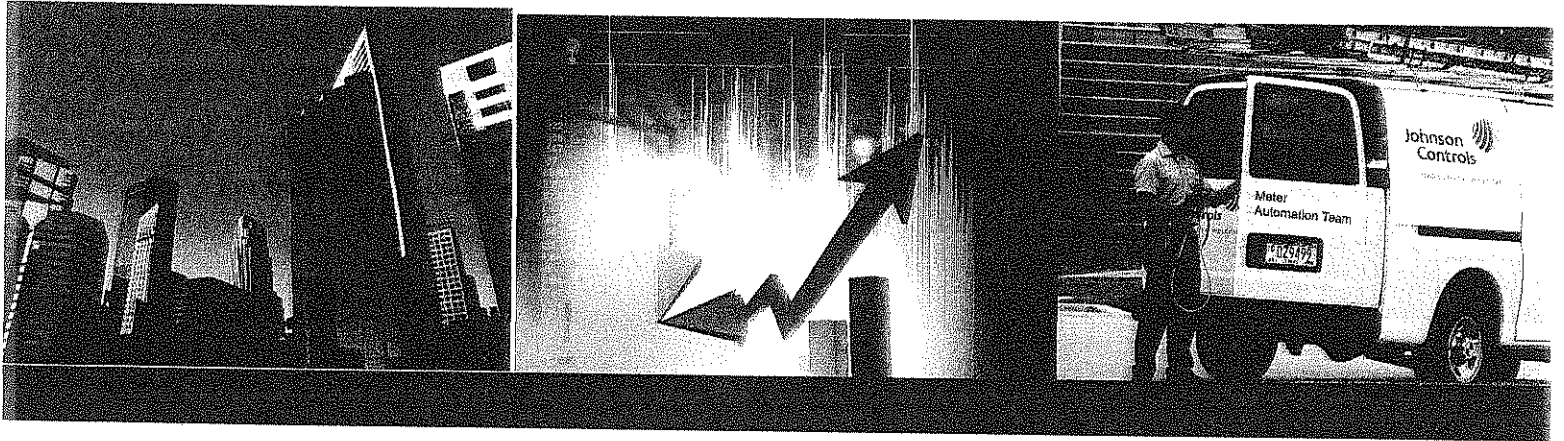
Enclosures

Facilities Office Address | 730 East Central Entrance | Duluth, MN 55811 | F: 218.336.8909
Facilities Mailing Address | 215 North First Avenue East | Duluth, MN 55802
Facilities Management | Maintenance - P: 218.336.8907 | Operations - P: 218.336.8905

Duluth
Public Schools

Duluth School District- BETA Site Agreement

P2000 Upgrade



September 26, 2018

Submitted by:
Ben LaLone
Johnson Controls, Inc.
Service Account Executive

Presented to:
Corey Karren
Duluth School District

Executive Summary

Duluth School District seeks to update and maintain their P2000 access control system. To achieve this, our recommendations are to upgrade the existing P2000 system to the latest version, migrate the system to the Software House offering that is built on Johnson Control's C•Cure 9000 platform, and protect your assets with a 2-year service agreement. The following information summarizes the benefits you will realize when you implement these recommendations.

Goals and objectives

Our Solution

■ Security	■ P2000 Upgrade
■ Reliability	■ 2-year planned service agreement with software service agreement.
■ Flexibility	■ Migration to Software House
■ Sustainable Technology	

Financial Overview

Benefits

Because you are a valued P2000 customer, we are offering you this package to ensure the reliability and sustainability of your system for the foreseeable future.

1. P2000 Upgrade

Scope

Upgrade your current system to the current version and firmware on all security devices. JCI is covering approximately \$19,000.00. This portion of work is to be completed by Nov. 2018. The cost to the Duluth School District for this portion is \$8,900

2. Planned Service Agreement with Software Service Agreement

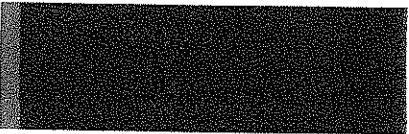
Scope

A 2 year service agreement is being proposed to which includes both the software and labor to update it each year to keep the firmware and software up to the current revision.

3. Migration to C-CURE 9000 with the P2000 License Option

Scope

Install the new software to bring the P2000 system into the new operating platform. Includes labor to update all control panels, field device etc. Includes testing, commissioning and training. This portion of work is to be completed in 2018.



Improving Safety + Security + Reliability

Project Proposal

We propose to furnish the materials and/or perform the work described below for the net price of:
\$67,990.00- THE BREAKDOWN WILL BE EXPLAINED BELOW.

This price is contingent on accepting the proposed project including all 3 pieces – Upgrade, Planned Service Agreement with Software Service Agreement for 2-year term, and Migration.

For the above price this proposal includes:

The upgrade for the Duluth School District at a cost of \$19,000 to JCI and \$8,900 to the Duluth School District. The PSA with SSA for a cost of \$6,230 per year for the 2 years paid for by the Duluth School District each year for the 2 years and the migration at a cost of \$28,500.00 paid for by JCI as part of the agreement to be a BETA site. Year 1 of the PSA will be less due to the fact that in July of 2018 a 1 year SSA was signed which covered the software only.

Year 1 cost to the Duluth School District \$8,900 + \$5360 = \$14,260.

Year 1 cost for JCI due to the Duluth School District being a BETA site: \$47,500

Year 2 cost for the Duluth School District \$6230

There will be 2 proposals sent over. One for the upgrade/migration and a second for the 2 year software agreement.

Project Payment Terms

Net 30

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: 9/28/18

Company Name

Johnson Controls, Inc.

Name: _____

Name: Ben LaLone _____

Title: William Gronseth,
Superintendent

Title: Service Account Executive

Date: _____

Date: 9/26/18

PO: _____



TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
- 2. INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Fifty percent (50%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 50% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. WARRANTY.** JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE
- 5. LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 6. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 7. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.



Improving Safety + Security + Reliability

8. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **LEGAL FEES.** Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

Johnson Controls International PLC (JCI)
Blanket Beta-Verification Test
License and Confidentiality Agreement

This agreement is established between Johnson Controls International PLC, 5757 N. Green Bay Ave, Milwaukee, WI 53201 (hereinafter referred to as "JCI") and Duluth Public Schools, ISD 709, hereinafter referred to as "PARTICIPANT") on the day of 26th of September, 2018.

JCI recognizes the significant value in cooperating with its customers to evaluate new products under real world conditions. To this end, you have been selected as a test site participant.

JCI's new product development process includes an Alpha or "Verification" testing phase that evaluates the product in customer environments. The Alpha test units are prototypes that are generally representative of the final product design. The Verification test units, on the other hand, are representative of the final product design, although minor changes or adjustments may be necessary.

The Parties hereby agree as follows:

1. **Grant.** JCI grants to the PARTICIPANT, subject to the provisions of this Agreement and the applicable Field Test Plans, a no charge, non-transferable, non-exclusive right to use the products specified in such Field Test Plans (the "Products") including any Hardware, Software, Documentation and firmware or microcode embodied in the Products, for Field Test purposes only at the PARTICIPANT locations specified in the applicable Field Test Plan. PARTICIPANT shall not reverse engineer, copy, reproduce or reverse assemble the Products or any portion thereof. Except as expressly set forth in this Agreement, JCI grants no right or interest in its intellectual property to PARTICIPANT.
2. **Term.** The term of this Agreement shall extend for one (1) year from the date hereof. Each Field Test shall run for the period specified in the applicable Field Test Plan. The term of any Field Test may be extended by written agreement of the parties. In the event that the term of any Field Test extends beyond one (1) year from the date hereof such Field Test shall continue to be governed by the terms hereof.
3. **JCI Obligations.** JCI shall provide PARTICIPANT a written Field Test Plan for PARTICIPANT'S approval prior to the start of each Field Test. The Field Test Plans shall be in the form of addendum A. JCI agrees to install the Products and provide training and assistance with regard to the Products during the Field Test.
4. **PARTICIPANT Obligations.** PARTICIPANT shall use and evaluate the Products in its day-to-day business environment in accordance with this Agreement and the applicable Field Test Plan. The PARTICIPANT also agrees

to report any problems with the Products by conferring with the JCI support representatives specified in the applicable Field Test Plan. All right, title and interest to any suggestions provided by PARTICIPANT shall vest in JCI.

5. **Access to Test Site and Products.** JCI will require, on reasonable terms, periodic access to each test site and key employees in order to assess the performance of the Products and to make changes to the Products. All site visits will be scheduled with the PARTICIPANT prior to the site visit. The number and frequency of the site visits will vary, depending on product complexity.
6. **Termination of Beta-Verification Test Program.** JCI reserves the right to, at any time, terminate this test agreement or any Field Test and take immediate possession of the Products. The PARTICIPANT agrees to return the hardware, software, and documentation components of the Products within seven (7) business days after termination of this agreement or an individual Field Test.
7. **Freight and Installation.** JCI agrees to ship and install the Products at the customer's test location. Shipping expenses for all materials sent to or returned from PARTICIPANT will be borne by JCI.
8. **PRODUCT Ownership.** During the test period, the Products are not sold to the PARTICIPANT and will, therefore, remain the property of JCI. Upon the mutual agreement of the Parties, Alpha-Verification Test Products may be purchased by the PARTICIPANT after the completion of the Verification testing, subject to the terms and conditions of JCI'S sales contract.
9. **Confidentiality/Security.** The Products constitute or incorporate valuable proprietary and confidential information and contain trade secrets of JCI, and are or may be protected by patents or copyrights owned by JCI.

Without the prior written consent of JCI, the PARTICIPANT shall not provide, disclose, or otherwise make available, to any party other than JCI or PARTICIPANT'S employees (PARTICIPANT'S agents and contractors being specifically excluded) directly involved with the field test, the Products or any portion thereof, in any form, including but not limited to flow charts, logic diagrams, object code and source code or any technical or business information relating to the Products or the testing and evaluation thereof. In addition, PARTICIPANT shall not use the Products except as set forth in this Agreement unless otherwise authorized by JCI.

PARTICIPANT shall not disclose or otherwise make known to any party any of the terms of this Agreement or that it is undertaking or has undertaken any Field Test, unless otherwise agreed to in writing by JCI.

All PARTICIPANT personnel who receive or use any Products shall, before receipt of such Products, be informed of PARTICIPANT'S obligations under this Agreement and shall have agreed to its terms. The provisions of this Section shall survive termination or expiration of this Agreement.

10. **Warranty Disclaimer.** The PARTICIPANT acknowledges that the Products are test units, not production Products. The PARTICIPANT also acknowledges that the Products may contain "bugs" or other problems that may cause the system to fail. JCI MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS OR THEIR PERFORMANCE AND JCI DISCLAIMS ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. JCI MAKES NO REPRESENTATION THAT IT WILL EVER MAKE THE PRODUCTS COMMERCIALY AVAILABLE. PARTICIPANT shall have the sole responsibility for adequate protection of its data used in connection with the Products. In no event will JCI be liable for any damages arising out of the performance of the Products including without limitation, (i) special, indirect, or consequential damages, or (ii) any profits, rerun time, inaccurate input or work delays.
11. **Assignment.** The terms and conditions of this Agreement, including the Field Test Plans that are incorporated by reference, shall be the exclusive agreement between the parties regarding the subject matter hereof and will supersede any previous communications, representations, or agreements by either party whether verbal or written. Any modifications to these terms and conditions must be in writing and signed by authorized representatives of JCI and PARTICIPANT.

JCI:

Ben LaLone
 _____ 9/26/18 _____
 Authorized Signature Date
 Service Account Exexutive
 Title
 4627 Airpark Blvd.
 Address
 218-725-6762
 Phone

PARTICIPANT:

William Cronseth 9/26/18

 Signature Date
 Title William Cronseth, Superintendent
 Address 215 N. 1st Ave E
 Phone 218.336.8752

Addendum A

Beta - Verification Field Test Plan

A. Products Supplied by JCI

<u>Product Description</u>	<u>Quantity</u>
P2000 to Software House Migration	1

B. Production Environment

The system will be set up with the assistance of JCI personnel, either on site or via phone support. The PARTICIPANT agrees to provide timely feedback on performance, no later than one month after installation.

C. JCI Support

If PARTICIPANT encounters technical problems with the Products, JCI will provide support for the duration of the field test. Support will be provided Monday through Friday between the hours of 8:00 a.m. to 8:00 p.m. Eastern Standard time.

For installation problems, contact:

Name Nate Torguson _____ Phone 763-226-4840 _____

Title Technical Support Specialist nathan.l.torguson@jci.com

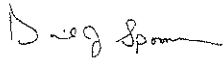
For support or for reporting problems with the Products contact:

Name Ben LaLone _____ Phone 218-725-6762 _____

Title Service Account Executive _____ Email ben.lalone@jci.com

Memorandum

To: William Gronseth, Superintendent

From: Dave Spooner 
Manger of Facilities

Date: September 26, 2018

Re: OBERMILLER NELSON ENGINEERING - Proposal for Professional Services –
Historical Old Central High School Audit

Attached are two copies of an agreement with OBERMILLER NELSON ENGINEERING, to provide professional services as indicated and defined in the attached proposal dated September 26th, 2018. This agreement is for professional engineering services related to the architectural, mechanical, and electrical assessments of Historic Old Central High School.

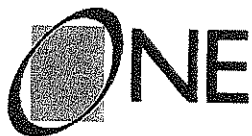
This information, along with the previous 2016 INSPEC Building Envelope Assessment will help District Leadership understand expected costs to renovate HOCHS to be in a condition that will be conducive to current uses for years to come.

The total not to exceed fee for this audit as established in the proposal is \$23,900.00.

Recommendation:

It is recommended that William Gronseth, Superintendent of Schools, approve entering into an agreement with OBERMILLER NELSON ENGINEERING, to perform the work scope as defined in the attached proposal dated September 26th, 2018, with total not to exceed fee of \$23,900.00.

Enclosures



September 26, 2018

David Spooner
Manager of Facilities - ISD 709
215 North First Ave East
Duluth, MN 55802

PROJECT: Historic Old Central High School
Facility Assessment

RE: Professional Services Proposal

Dear Mr. Spooner,

We are pleased to offer the following proposal for professional engineering services related to the architectural, mechanical and electrical assessment of the Historic Old Central High School (HOCHS).

As part of this proposal, our services would include the following:

Architectural

1. Condition assessment of interior finishes and features including woodwork & detailing.
2. Interior ADA assessment.
3. Make detailed recommendations for repair or replacement to restore to 'like new' condition.
4. Development of repair / replacement priority list.
5. Development of projected budgets for recommended work.
6. Presentation of findings in written report and in person.

Mechanical

1. Condition assessment of heating, ventilating and heating systems.
2. Condition assessment of plumbing systems/fixtures.
3. Review of existing mechanical drawings to supplement visual inspection of existing mechanical systems.
4. Development of repair / replacement priority list of mechanical systems to meet current code and standards of indoor environmental needs of office/educational space.
5. Mechanical systems to assume conversion to hot water heat in lieu of existing steam.
6. Development of projected budgets for recommend work.
7. Present findings in written report and in person.

Electrical

1. Condition assessment of power, lighting, communication and life safety systems.
2. Review of existing electrical drawings to supplement visual inspection of existing electrical systems.
3. Development of repair / replacement priority list of electrical systems to achieve 'like new' condition while achieving the needs of the current occupancy.

4. Development of projected budgets for recommend work.
5. Presentation of findings in written report and in person.

Excluded Services

Based upon our understanding of project scope, we have excluded the following services:

1. Building code analysis.
2. Any exterior assessment.
3. Destructive testing or investigative services.

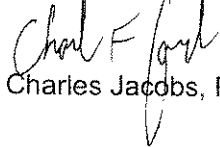
Proposed Fees

We propose to provide these A/E services for a lump sum of: \$23,900 (twenty three thousand nine hundred dollars).

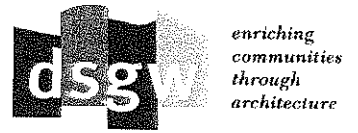
Thanks for the opportunity.

Sincerely,

Obermiller Nelson Engineering


Charles Jacobs, P.E.

Attachment: DSGW proposal



September 26, 2018

Chip Jacobs, PE
Principal/Mechanical Engineer
Obermiller Nelson Engineering
525 Lake Avenue South Suite 222
Duluth, MN 55802

Re: Proposal for Interior Finishes assessment at Historic Old Central High School (HOCHS)
Independent School District 709

Mr. Jacobs,

Thank you for this opportunity to submit this proposal to you for Interior Finish / Condition assessment. As per our discussion yesterday, we understand the following:

- HOCHS comprises approximately 162,000 SF based on drawings provided.
- Our scope of work to include current condition assessment of interior finishes and interior features included woodwork detailing etc. and associated recommendations for repair and / or replacement to restore to 'like new' condition.
- Development of repair / replacement priority list and associated projected budgets for recommended work.
- ADA Assessment

At this time, this proposal, does not include a building code analysis, MEP assessment, or any exterior envelope assessments. We understand these will be provided by others.

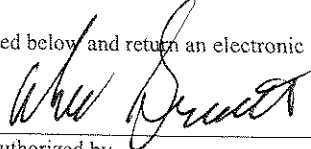
We propose to provide these services for the lump sum of: \$15,000

We anticipate being able to complete this work within 4-6 weeks of receipt of an authorization to proceed / signed proposal but understand we will coordinate our work with your proposed schedule.

If you find this proposal acceptable, please sign where indicated below and return an electronic scan copy to me via email.

Sincerely,
DSGW Architects


John E. Erickson, AIA, LEED AP
Principal, Architect



Authorized by

9/26/18

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of September 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and OBERMILLER NELSON ENGINEERING., 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 October 5th, 2018, and shall remain in effect until the project is complete, 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.** Perform Historic Old Central High School Audit as proposed in proposal dated September 26, 2018, for a not to exceed cost of \$23,900.00
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Quote;
 3. Contractors Insurance Policy;
 4. Asbestos Containing Materials Acknowledgment Form; and
 5. Any other documents identified by ISD 709.
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 \$23,900.00.

Contractors are 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 the 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, or to seek other damages.

7. **Ownership of Materials.** The District reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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 the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. 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 care of David Spooner, Manager of Facilities, ISD 709, Duluth Public Schools, 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 care of Obermiller Nelson Engineering, 525 Lake Ave South, STE 222, Duluth MN 55805.

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 without regard to conflict of laws considerations.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

18. **Insurance.** 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:

19. **Workers' Compensation Insurance:** Contractor must provide Worker's 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.

20. **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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in at least the amount of \$1,500,000.

21. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

22. **Representatives of the District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>District Employee</u>	<u>Position</u>
William Gronseth	Superintendent

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>District Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

23. **Protection of the District.** To the extent that work by the Contractor or others on behalf of the District is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise the District if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of the District and act to protect those interests and endeavor to guard the District against defects, deficiencies and omissions in the performance of the work.

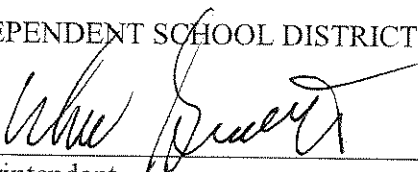
24. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between the district and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of the District, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of the District.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for the District courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709 OBERMILLER NELSON ENGINEERING



Superintendent

By

Title

**DULUTH PUBLIC SCHOOLS/DULUTH HEAD START-YWCA EARLY CHILDHOOD
CENTER COLLABORATION AGREEMENT
2018-2019**

1. THE PURPOSE OF THE COLLABORATION

- a. To offer Head Start and Early Head Start services in a full day, full-year child care center.
- b. To coordinate the resources, skills and expertise of Head Start and YWCA Early Childhood Center staff in order to provide Head Start and Early Head Start services for families and children aged six weeks to five years of age.

2. BRIEF DESCRIPTION OF THE COLLABORATION

This collaboration provides for full day, full-year childcare at YWCA Early Childhood Center, provided by the YWCA Early Childhood staff. Duluth Head Start will, in cooperation with YWCA Childcare staff, provide services as specified in the Head Start Performance Standards, in the areas of Health & Nutrition, Disabilities, Mental Health, Social Services and Parent Involvement. Early Head Start services for infants and toddlers and their families will be provided from July through June of each school year and Head Start services to preschool children and families will be provided from September through the first week of June in keeping with the 9-month school calendar. Head Start will provide periodic staff training to YWCA Early Childhood staff. All regulations and performance standards of Head Start, the Minnesota Department of Human Services Rule 3 for Child Care Centers and the National Academy of Early Childhood Programs will be met and maintained.

3. PARTIES INVOLVED AND KEY COLLABORATION CONTACT PERSONS

- a. This Collaboration is between two distinct entities, the YWCA Early Childhood Center and Duluth Public Schools/Duluth Head Start.
- b. Key Contact Persons:
 - YWCA Early Childhood Center
 - Early Childhood Program Director
 - Duluth Head Start
 - Duluth Head Start Director

**4. HEAD START PROGRAM RESPONSIBILITIES SERVING
HEAD START ELIGIBLE FAMILIES**

A. Child Health and Developmental Services

Description:

The Duluth Head Start Health Services Coordinator and the Duluth Head Start Disabilities Coordinator will ensure that, through collaboration with families, staff and health professionals, all child health and developmental concerns are identified and children and families are linked to an ongoing source of continuous, accessible care to meet basic health needs and schedules of such will be followed as per Head Start performance standards.

Responsibility:

-Duluth Head Start
Health Coordinator
-Duluth Head Start
Disabilities
Coordinator
-Duluth Head Start

Director
-YWCA Early
Childhood Program
Director

B. Education and Early Childhood Development

Description: The Duluth Head Start Collaboration Teacher/Advocate and other Duluth Head Start staff will work with the YWCA Early Childhood staff in the areas of curriculum development and documentation, individualization and child outcomes to meet Head Start performance standards. The role of the Duluth Head Start staff in this collaboration can best be described as that of a coach; supporting, challenging, introducing new strategies and ensuring compliance with Head Start performance standards. Screening tools are the Ounce, ASQ/ASQSE, Creative Curriculum and the DIAL.

-Duluth Head Start
Education
Coordinator
-Duluth Head Start
Director
-YWCA Early
Childhood Program
Director

C. Child Health and Safety

Description: The Duluth Head Start Health Services Coordinator will work with the YWCA Early Childhood staff to support healthy physical development by encouraging practices that prevent illness or injury, and by promoting positive, culturally relevant health practices. And to insure compliance with Head Start performance standards for health and medical requirements.

-Duluth Head Start
Health Coordinator
-Duluth Head Start
Director
-YWCA Early
Childhood Program
Director

D. Child Nutrition

Description: The Duluth Head Start Nutrition Services Coordinator will work with the YWCA Early Childhood staff to provide for nutritional services that supplement and compliment those of the home and community, working with families to meet each child's nutritional needs and to establish good eating habits and insure compliance with Head Start performance standards. Services will include training on food safety, family style food service and sanitation as well as family assistance with nutrition.

-Duluth Head Start
Nutrition
Coordinator
-Duluth Head Start
Director
- YWCA Early
Childhood Program
Director

E. Child Mental Health

Description: The Duluth Head Start Disabilities Coordinator will assist the YWCA Early Childhood staff and parents to secure services of mental health professionals and to develop a regular schedule of on-site mental health consultations involving mental health professionals, YWCA Early Childhood staff and parents and insure compliance with Head Start performance standards. Parents of Duluth Head Start infants, toddlers and preschoolers will be given the Ages and Stages questionnaire/Social Emotional (ASQSE) as an interview, which will serve as a social /emotional screening.

-Duluth Head Start
Mental Health
Coordinator
-Duluth Head Start
Mental Health
Consultant
Duluth Head Start
Director
- YWCA Early
Childhood Program
Director

F. Family Advocacy

Description: The Duluth Head Start Collaboration Teacher/Advocate with support from the Duluth Head Start and YWCA Early Childhood staff will initiate family goal setting and will assist families in finding community services to help them meet their needs and insure compliance with Head Start performance standards. They will work with the childcare staff to facilitate monthly parent meetings, trainings, and communication and to secure a policy council representative.

Responsibility:

- Duluth Head Start Family Services Coordinator
- Duluth Head Start Director
- YWCA Early Childhood Program Director

YWCA EARLY CHILDHOOD CENTER RESPONSIBILITIES:

Description: YWCA Early Childhood Center will provide full-day, full-year care for Head Start and Early Head Start eligible children. The actual number of Head Start and Early Head Start enrolled children will be specified in the yearly Head Start State grant application and is variable based on enrollment requirements. During the 2017-2018 grant period, we will serve 18 children through this collaboration. The YWCA Early Childhood staff, with support from the and YWCA Early Childhood Program Director, Duluth Head Start Collaboration Teacher/Advocate, Duluth Head Start Director and Service Area Coordinators will be responsible to monitor and insure compliance with all Head Start Performance Standards and other licensing regulations that apply. The YWCA Early Childhood Program Director will directly supervise the YWCA Early Childhood staff.

5. PROGRAM DESIGN AND MANAGEMENT:

A. The Duluth Head Start Director and YWCA Early Childhood Program Director shall each be responsible for the performance of their respective staffs. All staff members will follow rules and regulations of the Head Start performance standards and the Minnesota Department of Human Services Rule 3 for Child Care Centers.

B. The Duluth Head Start Collaboration Teacher/Advocate and YWCA Early Childhood Program Director, with assistance from the Duluth Head Start program staff, are responsible for compliance with the facilities, materials and equipment Performance Standards.

C. The YWCA Early Childhood Program Director and Duluth Head Start Director will review this agreement at the start of each academic year and make any modifications necessary, as agreed upon by both parties.

6. PROGRAM COORDINATION EXPECTATIONS

A. Meetings between the YWCA Early Childhood Program Director YWCA Site Manager and Duluth Head Start Collaboration Teacher /Advocate will be held at least monthly to discuss collaboration concerns, issues and progress and to insure clear communication between the two parties.

B. The Duluth Head Start Collaboration Teacher/Advocate will meet with each YWCA teacher once each month for the purposes of supporting the Duluth Head Start and YWCA Early Childhood program goals, objectives, and philosophy and mission statements. This support includes lesson planning, individualization, assessment and best practices in early childhood education.

C. The Duluth Head Start Director, Service Area Coordinators and the YWCA Childcare administrative staff will meet at least quarterly for the purposes of reviewing progress, solving joint issues and concerns in support of this collaboration.

D. Communication between YWCA Early Childhood staff and the Duluth Head Start staff will be open and respectful. Problems and issues will be addressed in a constructive and inclusive manner. Problems may be resolved at the center level with the Duluth Head Start Collaboration Teacher/Advocate or YWCA Childhood Program Director mediating and guiding discussion. Problems not resolved at the center level should be resolved by discussing them up the chain of command. The next step would be to include either or both the Duluth Head Start Director and YWCA Early Childhood Program Director and finally the Head Start Policy Council, Governing Board and the YWCA Early Childhood Board of Directors.

7. EVALUATION AND PROGRAM IMPROVEMENTS

A. Annual Self-Assessment of the collaboration: The Duluth Head Start Collaboration Teacher/Advocate, with assistance from the Duluth Head Start Director and YWCA Early Childhood Program Director and their respective staffs will formally solicit feedback from staff and parents involved in the collaboration. This assessment will be conducted in January of each year and will include areas needing improvement, an improvement plan and follow-up to be shared with the Duluth Head Start, YWCA Early Childhood Center staff, Duluth Head Start Policy Council and the YWCA Board of Directors.

B. Annual Assessment of Partnership: The YWCA Early Childhood Program Director and the Duluth Head Start Director will each solicit feedback from their management staffs about how the partnership is functioning to the benefit of families and the Early Head Start/ Head Start and YWCA Early Childhood Center programs. Assessments and evaluations will be reviewed jointly. Additionally, the financial impact of the partnership will be reviewed.

9. TERMINATION OF AGREEMENT

This agreement shall remain in force and effect unless one of the parties requests a modification or until one of the parties gives a thirty (30) day written notice of their intention to terminate the agreement.

Made and entered into this 13 day of September 2018

Melissa Hellenud-Storie

Printed Name
YWCA Early Childhood Official

Melissa Hellenud-Storie

Signature
YWCA Early Childhood Official

PAMELA M. REES

Printed Name
Duluth Head Start Director

PAMELA M. REES

Signature
Duluth Head Start Director

William Gronseth

Printed Name
ISD 709

William Gronseth

Signature
ISD 709

PARTICIPATION AND ELIGIBILITY GUIDELINES

- A. Eligible families must meet Head Start income guidelines and/or the state childcare subsidy eligibility criteria for full-day childcare services.
- B. Families are responsible for paying their required monthly family fee as per subsidy rules.
- C. Families will retain their Head Start eligibility as specified by Head Start regulations.
- D. Should a family lose their childcare subsidy or is soon to do so, the Duluth Head Start Teacher/ Advocate will offer assistance as needed to help the child remain in childcare and the parent to regain the subsidy. If this is not possible, the teacher/advocate will work with the parent to secure the best possible placement for the child, including possible temporary enrollment in Duluth Head Start Families in Transition services as per the availability of space.
- E. Eligible children entering YWCA Early Childhood Center may be recruited for Early Head Start and Head Start all year long and will be enrolled depending upon their eligibility and available enrollment slots within the collaboration. Family participation may range from two full days a week to five full days a week.

8. BUDGET

The following amounts have been budgeted to support this collaborative agreement. The YWCA will invoice Duluth Head Start for charges in these categories. Invoices and or reimbursement claims are expected to be submitted to Duluth Head Start on a monthly basis and should include detailed accounting of all expenditures with supporting documentation. Duluth Head Start will reimburse the YWCA Childcare Center upon receipt of invoice.

Code-1303/1305	Contracted Services	7000.
	Building Maintenance/Equipment	2000.
Code-136602	Travel/Conference Fees/Trainings.	1000.
Code- 1403	Classroom Supplies	2000.
Code-1430	Food	2000.
Total-		\$14,000.

MEMORANDUM OF UNDERSTANDING

between

Foster Grandparent Program of NE MN & NW WI

sponsored by

Catholic Charities Bureau

1416 Cumming Avenue

Superior, WI 54880

and

Volunteer Station: Homecroft Elementary School hereinafter referred to as "Volunteer Station".

Address: 4784 Howard Gnesen Rd, Duluth, MN 55803

Telephone: 218-336-8865

Fax: 218-336-8869

E-mail: Thomas.cawcutt@isd709.org

Volunteer Station Director: Tom Cawcutt

Period Covered: September 1, 2018 – August 31, 2021

- A. The **Foster Grandparent Program of NE MN & NW WI**, under the oversight of the Corporation for National and Community Service, a Federal Government agency, and the Foster Grandparent Program Community Advisory Group, hereinafter referred to as "sponsor," will:
1. Designate a staff member to serve as a liaison with the Volunteer Station:
NAME: Katie Mazur
TITLE: Area Supervisor
PHONE: Office 715-394-5684
 2. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the Corporation criteria for enrollment in the program.
 3. Unless otherwise specified herein, conduct and document a criminal history check for all Foster Grandparents in accordance with the requirements established for a National Service Criminal History Check by the Corporation for National and Community Service.
 4. Assign Foster Grandparents to serve children with special and/or exceptional needs for a period of 15-40 hours per week with approval of the Foster Grandparent Program Director in accordance with Program guidelines.
 5. Provide accident and liability insurance coverage as required by the program.
 6. Be responsible for the management and fiscal control of the program.

7. Provide orientation to volunteers and provide in-service training on an on-going basis.
8. Provide orientation to Volunteer Station staff prior to placement of Foster Grandparent(s).
9. Permit and encourage the Volunteer Station to screen Foster Grandparents pursuant to established criteria of Volunteer Station.
10. Arrange for transportation of all Foster Grandparents to and from volunteer station.
11. Arrange physical examinations for all Foster Grandparent's, initially prior to assignment, and annually thereafter.
12. Reserves the right to remove a Foster Grandparent site.
13. Assure that this project, when considered in its entirety, is accessible to persons with mobility, hearing, vision, mental and cognitive impairments or addictions and diseases.

B. The Volunteer Station will:

1. Certify they are a non-profit agency or organization or public education organization.
2. Designate the following staff member to serve as liaison with the Foster Grandparent Program:

NAME: Tom Cawcutt
TITLE: Principal
PHONE: 218-336-8865 ext 2703
3. Develop and obtain the Sponsor's approval, for each Foster Grandparent Program volunteer, or a written Volunteer Position Description that identifies the role and activities of the Foster Grandparent. The Volunteer Position Description will be signed by the Volunteer Station and the volunteer and will be used to review the Foster Grandparent's services as well as the impact of the assignment on the child's development.
4. The Volunteer Station will not discriminate against Foster Grandparent volunteers or in the operation of its program on the basis of race, color, national origin, including individuals with limited English proficiency; sex; age; political affiliation; religion; or on the basis of disability, if the volunteer is a qualified individual with a disability.

5. Assure adequate health and safety provisions for the protection of volunteers and will meet accessibility requirements or make reasonable accommodations for those Foster Grandparents placed at the site with mobility, hearing, vision, mental and cognitive impairments or addictions and disease.
6. Assign specific children with designated special or exceptional needs to each volunteer.
7. Investigate incidents, accidents and injuries involving volunteers and notify the Foster Grandparent Program on a timely basis.
8. Submit required completed paperwork to the Foster Grandparent Program on a timely basis, i.e., individual Volunteer Assignment Plans prior to assignment, FG Impact Evaluations, and FG Performance Evaluation forms.
9. Designate space for use by volunteers in their activities with their assigned children, and for project-related activities.
10. Provide site-specific orientation and training to the volunteers.
11. Ensure that any screening processes required of other volunteers at the station are required for the Foster Grandparent volunteers.
12. Provide confidentiality training for all Foster Grandparents in accordance with station policies and procedures. (i.e. school districts will provide confidentiality training in accordance with State Education laws, rules and regulations, Federal Regulations and statutes, including the Buckley and Hatch Amendments.)
13. Inform the Area Supervisor and/or Program Director if and when problems should start to arise with a volunteer or a volunteer is injured while serving.
14. Ensure that Foster Grandparents serve in a volunteer capacity. The Station will verify that Foster Grandparents will neither: displace nor replace paid or contracted employees, relieve staff of their routine duties or serve as the primary instructor or supervisor for children's activities.
15. Exclude Foster Grandparents as supervising adults when calculating state-mandated adult-to-child ratios.
16. Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
17. Have the right to request the sponsor to reassign a volunteer.

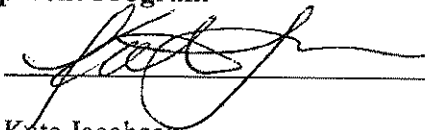
18. Provide cash contribution of \$300 (includes \$175 Station Contribution) annually per Foster Grandparent per volunteer. *Donor verifies funds are not from other federal sources unless authorized under law.*
19. Provide a daily meal for volunteers at \$4 per meal each day when available. *Donor verifies funds are not from other federal sources unless authorized under law. *Please fill in value of meal. If not able to provide meal, leave blank.*
20. Provide daily transportation for volunteers at \$NONE each day when available. *Donor verifies funds are not from other federal sources unless authorized under law. *Please fill in value of ride. If not able to provide ride, leave blank.*
21. Implement *Programming for Impact* at the volunteer placement site(s), as described in the attached Addendum, in order to assist the Foster Grandparent Program in evaluating the impact Foster Grandparents have on the children served and the community.
22. Periodically review each child's continuing need for a Foster Grandparent and recommend phase-out or reassignment of the assigned Foster Grandparent, as necessary.
23. Provide as an addendum to this MOU, a listing of all sites, other than private homes, where Foster Grandparents will serve through the Volunteer Station and the number of volunteers placed at each site. ~~ISD 709 states there will be no additional sites other than Homecroft.~~ *YMM EAW*
24. Maintain the programs and activities to which Foster Grandparent volunteers are assigned accessible to persons with disabilities and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.

C. The Foster Grandparent Program of NE MN & NW WI and Catholic Charities Bureau, in conjunction with the Volunteer Station will:


1. Recognize the Foster Grandparents for their volunteer service.
2. Assist with resources for monthly in-service trainings.
3. Work together to assign a projected one (1) Foster Grandparent(s) for 15-40 hours per week to serve projected 30 (thirty) children each.
4. Work together in developing appropriate activities for Foster Grandparents to carry out with their assigned children.

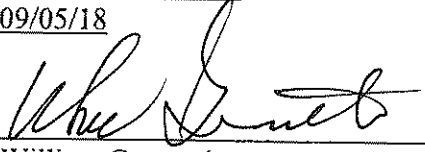
5. Work together to supervise Foster Grandparents in their activities. This supervision will be accomplished by the Area Supervisor and the person directly supervising the Foster Grandparent at the volunteer site.
 6. Provide all reasonable resources and make every effort to ensure the success to the Foster Grandparent Program.
- D. This agreement may be amended at any time with mutual consent of both parties. It must be reviewed and renegotiated at least every three years.
- E. Either party may terminate this agreement on 15 days written notice to the address listed below.

Foster Grandparent Program

By: 
 Printed Name: Kate Jacobson
 Title: Director
 Address: Foster Grandparent Program
Catholic Charities Bureau
1416 Cumming Avenue, Ste 2C
Superior, WI 54880
 Date: 9/11/18

Volunteer Station

Signature: 
 Printed Name: Tom Cawcutt
 Title: Principal, Homecroft Elementary School
 Address: 4784 Howard Gnesen Rd
Duluth, MN 55803
 Date: 09/05/18

Signature: 
 Printed Name: William Gronseth
 Title: Superintendent, Duluth Public Schools, ISD #709
 Date: 9/14/18

MEMORANDUM OF UNDERSTANDING

between

Foster Grandparent Program of NE MN & NW WI

sponsored by

Catholic Charities Bureau

1416 Cumming Avenue

Superior, WI 54880

and

Volunteer Station: Laura MacArthur Elementary School
Hereinafter referred to as "Volunteer Station".

Address: 720 N. Central Ave Duluth, MN 55807

Telephone: 218-336-4100 Fax: 218-336-8904

E-mail: James.Erickson@Isd709.Org

Volunteer Station Director: Jim Erickson, Principal

Period Covered: September 1, 2018 – August 31, 2021

A. The **Foster Grandparent Program of NE MN & NW WI**, under the oversight of the Corporation for National and Community Service, a Federal Government agency, and the Foster Grandparent Program Community Advisory Group, hereinafter referred to as "sponsor," will:

1. Designate a staff member to serve as a liaison with the Volunteer Station:
NAME: Katie Mazur
TITLE: Area Supervisor
PHONE: Office 715-394-5684
2. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the Corporation criteria for enrollment in the program.
3. Unless otherwise specified herein, conduct and document a criminal history check for all Foster Grandparents in accordance with the requirements established for a National Service Criminal History Check by the Corporation for National and Community Service.
4. Assign Foster Grandparents to serve children with special and/or exceptional needs for a period of 15-40 hours per week with approval of the Foster Grandparent Program Director in accordance with Program guidelines.
5. Provide accident and liability insurance coverage as required by the program.

6. Be responsible for the management and fiscal control of the program.
7. Provide orientation to volunteers and provide in-service training on an on-going basis.
8. Provide orientation to Volunteer Station staff prior to placement of Foster Grandparent(s).
9. Permit and encourage the Volunteer Station to screen Foster Grandparents pursuant to established criteria of Volunteer Station.
10. Arrange for transportation of all Foster Grandparents to and from volunteer station.
11. Arrange physical examinations for all Foster Grandparent's, initially prior to assignment, and annually thereafter.
12. Reserves the right to remove a Foster Grandparent site.
13. Assure that this project, when considered in its entirety, is accessible to persons with mobility, hearing, vision, mental and cognitive impairments or addictions and diseases.

B. The Volunteer Station will:

1. Certify they are a non-profit agency or organization or public education organization.
2. Designate the following staff member to serve as liaison with the Foster Grandparent Program:
NAME: Nancy Elmore
TITLE: Secretary
PHONE: 214-336-8900 x 3061
3. Develop and obtain the Sponsor's approval, for each Foster Grandparent Program volunteer, or a written Volunteer Position Description that identifies the role and activities of the Foster Grandparent. The Volunteer Position Description will be signed by the Volunteer Station and the volunteer and will be used to review the Foster Grandparent's services as well as the impact of the assignment on the child's development.
4. The Volunteer Station will not discriminate against Foster Grandparent volunteers or in the operation of its program on the basis of race, color, national origin, including individuals with limited English proficiency; sex; age; political affiliation; religion; or on the basis of disability, if the volunteer is a qualified individual with a disability.

5. Assure adequate health and safety provisions for the protection of volunteers and will meet accessibility requirements or make reasonable accommodations for those Foster Grandparents placed at the site with mobility, hearing, vision, mental and cognitive impairments or addictions and disease.
6. Assign specific children with designated special or exceptional needs to each volunteer.
7. Investigate incidents, accidents and injuries involving volunteers and notify the Foster Grandparent Program on a timely basis.
8. Submit required completed paperwork to the Foster Grandparent Program on a timely basis, i.e., individual Volunteer Assignment Plans prior to assignment, FG Impact Evaluations, and FG Performance Evaluation forms.
9. Designate space for use by volunteers in their activities with their assigned children, and for project-related activities.
10. Provide site-specific orientation and training to the volunteers.
11. Ensure that any screening processes required of other volunteers at the station are required for the Foster Grandparent volunteers.
12. Provide confidentiality training for all Foster Grandparents in accordance with station policies and procedures. (i.e. school districts will provide confidentiality training in accordance with State Education laws, rules and regulations, Federal Regulations and statutes, including the Buckley and Hatch Amendments.)
13. Inform the Area Supervisor and/or Program Director if and when problems should start to arise with a volunteer or a volunteer is injured while serving.
14. Ensure that Foster Grandparents serve in a volunteer capacity. The Station will verify that Foster Grandparents will neither: displace nor replace paid or contracted employees, relieve staff of their routine duties or serve as the primary instructor or supervisor for children's activities.
15. Exclude Foster Grandparents as supervising adults when calculating state-mandated adult-to-child ratios.
16. Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
17. Have the right to request the sponsor to reassign a volunteer.

- (Station Contribution)
18. Provide cash contribution of \$ 175 annually per Foster Grandparent per volunteer. *Donor verifies funds are not from other federal sources unless authorized under law.*
 19. Provide a daily meal for volunteers at \$ 4.00 per meal each day when available. *Donor verifies funds are not from other federal sources unless authorized under law. *Please fill in value of meal. If not able to provide meal, leave blank.*
 20. Provide daily transportation for volunteers at \$ _____ each day when available. *Donor verifies funds are not from other federal sources unless authorized under law. *Please fill in value of ride. If not able to provide ride, leave blank.*
 21. Implement *Programming for Impact* at the volunteer placement site(s), as described in the attached Addendum, in order to assist the Foster Grandparent Program in evaluating the impact Foster Grandparents have on the children served and the community.
 22. Periodically review each child's continuing need for a Foster Grandparent and recommend phase-out or reassignment of the assigned Foster Grandparent, as necessary.
 23. Provide as an addendum to this MOU, a listing of all sites, other than private homes, where Foster Grandparents will serve through the Volunteer Station and the number of volunteers placed at each site.
 24. Maintain the programs and activities to which Foster Grandparent volunteers are assigned accessible to persons with disabilities and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
- C. The Foster Grandparent Program of NE MN & NW WI and Catholic Charities Bureau, in conjunction with the Volunteer Station will:
1. Recognize the Foster Grandparents for their volunteer service.
 2. Assist with resources for monthly in-service trainings.
 3. Work together to assign a projected 1 Foster Grandparents for 15-40 hours per week to serve projected 22 children each.
 4. Work together in developing appropriate activities for Foster Grandparents to carry out with their assigned children.

- 5. Work together to supervise Foster Grandparents in their activities. This supervision will be accomplished by the Area Supervisor and the person directly supervising the Foster Grandparent at the volunteer site.
 - 6. Provide all reasonable resources and make every effort to ensure the success to the Foster Grandparent Program.
- D. This agreement may be amended at any time with mutual consent of both parties. It must be reviewed and renegotiated at least every three years.
- E. Either party may terminate this agreement on 15 days written notice to the address listed below.

Foster Grandparent Program

By: _____

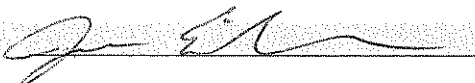
Printed Name: Kate Jacobson

Title: Director

Address: Foster Grandparent Program
Catholic Charities Bureau
1416 Cumming Avenue, Ste 2C
Superior, WI 54880

Date: _____

Volunteer Station

By: 

Printed Name: James Erickson

Title: Principal

Address: 720 N. Central Ave
Duluth MN 55807

Date: 9/6/18

 10/3/18

William Gronseth
Superintendent



Heart of Dance School Agreement for Dancing Classrooms: 5th Grade

Dancing Classrooms (DC) is managed in the state of Minnesota by Heart of Dance, a Minnesota nonprofit organization. Heart of Dance leaders know that in addition to being educators, you are often also parent figures and coaches for students we teach and therefore important partners who allow us to deliver the program to the best of our ability. To have a successful residency, Heart of Dance must work in true partnership with school communities. We outline this working relationship below.

- Heart of Dance agrees to provide the following as part of our Dancing Classrooms residency:
- A Teaching Artist trained in the *Dancing Classrooms* Syllabus.
 - A Liaison to ensure that your residency goes smoothly and to ensure the highest quality and customer
 - To conduct all residencies with the DuLaine Method as the guiding philosophy.
 - Ballroom dance instruction in seven ballroom dance styles and some additional line dances.
 - Punctual arrival to our residencies dressed in elegant fashion.
 - Working partnership with classroom teachers to align curriculum connections with overall academic
 - A video lesson that highlights examples of the syllabus dances in a professional and social context.
 - A professional dancer "buddy" for each classroom to model for students the dances they are learning.
 - Planning and organization (in collaboration with the school) for the Culminating Event.
 - Planning and recommendations for the Colors of the Rainbow Team Match/Exhibition for those scho
 - An invoice to the school for the Dancing Classrooms residency by September 12, 2018 for Fall semes

- Lowell Elementary School, Duluth, agrees to the following in support of the Dancing Classrooms residency:
- To have all Classroom Teachers present and participating/dancing for the duration of the period.
 - To communicate with parents prior to beginning and at end of DC residency.
 - To support the DC Teaching Artist in delivering the DuLaine Method philosophy, including assisting in classroom management and helping protect the safe space we create. To commit to the pre-set schedule at least one month prior to Orientation. Where changes cannot be avoided, timely communication with the DC Liaison to ensure that all residency dates can be rescheduled and not result in forfeiture.
 - To provide safe, adequate space that is non-trafficked & non-shared and is secured/reserved on each class date.
 - To begin and end classes on time so that we have the full period to conduct a lesson. In situations where students are coming from multiple classrooms, designating a point person to ensure that everyone arrives for escort position entrance.
 - To provide a working stereo, boom box or other reliable method to play music.
 - To work in partnership with DC Teaching Artist to distribute/collect curriculum connections and align them with overall academic goals.
 - To give input as necessary to the DC Teaching Artist regarding the Culminating Event.
 - To confer with the DC Teaching Artist on recommendations for the Colors of the Rainbow Team Match/Exhibition (where applicable).
 - To designate a point person or "coach" for the Team Match/Exhibition team to handle logistics, practicing, etc. (where applicable).
 - To pay Heart of Dance at the rate of \$2,000 per classroom taught for two classrooms for a total of \$4,000. Payment shall be made one-half on September 10, 2018 and one-half within thirty days of start of residency.

Jennifer Larva, Principal, Lowell Elementary School,
Duluth
Pending board approval
Jennifer Larva
Superintendent
9/12/18
Date

Ember Reichgott Jung, Heart of Dance Co-President
Ember Reichgott Jung
Date: 9/17/18

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of September, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Cloquet Transit, 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 19, 2018, and shall remain in effect until June 6, 2019, 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.** *Morning Transportation Services for a Cloquet resident open enrolled at Denfeld High 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.

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 \$144.50/day up to \$23,409.00. 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: JACKIE WARD 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) 1203 Avenue B E, Cloquet, MN 55720.

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.

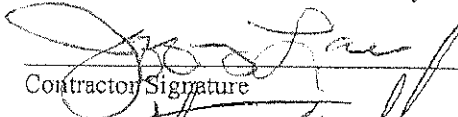
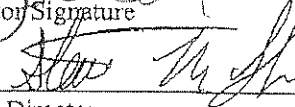
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: Contractor must provide Worker's 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.

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.

	41-1230929	9/20/2018
Contractor Signature	SSN/Tax ID Number	Date
		9-19-2018
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

03	760	0130	723	000	136000
XX	XXX	XXX	XXX	XXX	XXXXXX

	9/20/18
CFO/Executive Director of Business Services/Superintendent of Schools	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of September, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Cloquet Transit, 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 or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 19, 2018, and shall remain in effect until June 6, 2019, 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.** *Afternoon Transportation Services for a Cloquet resident open enrolled at Denfeld High 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.

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 \$35/day up to \$5,670. 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: Jackie Ward 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) 1203 Avenue B E, Cloquet, MN 55720

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.

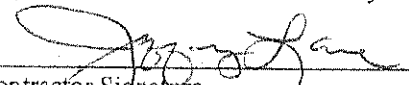
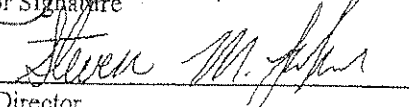
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: Contractor must provide Worker's 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.

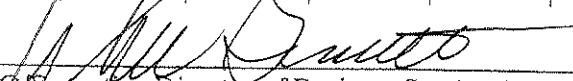
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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.

	41-1230929	9/20/2018
Contractor Signature	SSN/Tax ID Number	Date
		9-19-2018
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

03	760	013	723	000	136000
XX	XXX	XXX	XXX	XXX	XXXXXX

	9/21/18
CFO/Executive Director of Business Services/Superintendent of Schools	Date

Contract between Duluth Public Schools
And
Emily Engel

THIS CONTRACT, entered into this August 24th, 2018 by and between Duluth Public Schools (hereinafter referred to as DISTRICT), and Emily Engel (hereinafter referred to as CONSULTANT).

NOW THEREFORE, the parties hereto agree as follows:

1. Consultant shall perform the following tasks: Deaf Hard of Hearing Interpreter for Special Education as needed.

2. Consideration and Conditions of Payment

a. In consideration for services provided under the terms of this contract, DISTRICT shall pay CONSULTANT per unit rate at the rate of \$45 per hour. This contract for consultant services shall observe a 48 business hour cancellation policy whereas services that are canceled 48 hours or more before the service date will not be billed. The CONSULTANT requires a two hour minimum (appearance fee). Also there will be a 10% differential for nights and weekends. Payments shall be made upon presentation of an invoice within 30 days of date of invoice. Total value of this contract shall not exceed \$6,000

3. Term

This contract shall become effective on August 24th 2018 and shall remain in effect until June 9, 2019. This contract may be cancelled prior to said termination date by either of the parties hereto, upon thirty (30) days written notice and without showing cause.

4. Under this Contract the CONSULTANT is an independent contractor and is not an agent or an employee of the DISTRICT, CONSULTANT shall have no claim against the DISTRICT for vacation pay, sick leave, retirement benefits, social security, worker's compensation benefits, health or disability benefits, unemployment insurance, or employee benefits of any kind, the CONSULTANT shall be responsible for paying all taxes.

5. No changes may be made in the terms or conditions of this contract, except by the mutual, written consent of the parties hereto.

6. All services provided under this contract shall be performed to the DISTRICT. In the event that this contract is canceled prior to the termination date specified in clause 3, CONSULTANT shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

<u>Emily Engel</u>	<u>[Signature]</u>	<u>9/10/18</u>
Consultants Name	Consultants Signature	Date
<u>[Signature]</u>	<u>[Signature]</u>	<u>9/12/18</u>
District's Representative	Representative's Signature	Date

[Signature] 9/12/18

**No Cost Contracts Signed
September 2018**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the month of September 2018:

Name	Source	Description
Western Lake Superior Habitat for Humanity	Curriculum	Carpentry Program course; experience for students
MN State High School League – Region 7AA	Denfeld	Facilities use agreement
MN State High School League – Region 7AA	East	Facilities use agreement
Second Harvest Northern Lakes Food Bank	Families in Transition	Participation in the BackPack Program (multiple sites)
Grand Canyon University	Special Services	MOU

Region 7AA Facilities Use Agreement – 2018-2019

This Agreement is entered into on this 18th day of September, 2018, (Date) by and between Minnesota State High School League and Region 7AA (Region), and Denfeld High School (Host School).

The term of this agreement is August 1, 2018 through July 31, 2019.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the "Facilities") to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region "~~7AA~~" "Tournament Report Form. Host is responsible to comply with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.
2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, web streaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.
3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.
4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.
5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.
6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or

allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents.

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on July 31, 2019.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name Denfeld High School
Authorized Signer Name William Cronseth
Title William Cronseth, Superintendent
Date 9/19/18

MSHSL Region 7AA

Authorized Signer Name Douglas L. MacIver

Title Executive Secretary/Treasurer

Date _____

Region 7AA Facilities Use Agreement – 2018-2019

This Agreement is entered into on this 18th day of September, 2018, (Date) by and between Minnesota State High School League and Region 7AA (Region), and Duluth East High School (Host School).

The term of this agreement is August 1, 2018 through July 31, 2019.

WHEREAS, Region conducts playoff contests in various interscholastic athletic and arts activities and Host wishes to conduct and administer such contests.

NOW, THEREFORE, in consideration for the promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. When applicable, Host agrees to provide reasonable and necessary facilities (the "Facilities") to conduct Region contests at a date, time, and location to be determined once sub-section/section contest sites are determined. A specific contest facilities agreement shall be executed as soon as reasonably possible after sub-section/section contests sites are determined based on the usual and customary practice regarding fees, including but not limited to information from the Region "7AA" Tournament Report Form. Host is responsible to comply with all federal, state, and local laws and regulations, including those relating to public health, safety, and welfare.
2. Host understands and acknowledges that during Region contests the Facilities are to be used exclusively for Region contests and are not to be shared with other events. Host agrees to comply with all MSHSL and Region bylaws, policies, and guidelines, including but not limited to those relating to media credentials, ticket pricing, passes, program/merchandise sales, televising, videotaping, audiotaping, web streaming, and any other electronic recording. MSHSL and Region reserves and retains the exclusive rights to any and all advertising, copyright, broadcast and other similar or related rights to the contests.
3. When applicable, Region shall be responsible for obtaining and compensating game officials and the tournament director/manager for the contest.
4. Subject to Paragraph 3, Host shall provide, manage, pay, and supervise all other personnel reasonably necessary to safely and properly conduct the contest, including for illustrative purposes only, ticket sellers/takers, announcers, concession workers, statisticians, time-clock/scoreboard operators, security personnel, custodial workers, and others deemed necessary to safely and properly conduct the contest. Host shall be solely responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals hired by Host as part of its management responsibilities, including without limitation, compliance with IRS and Minnesota Department of Revenue regulations regarding income tax, FICA and other withholdings, the issuance of tax reports, and any and all other applicable federal, state, and local laws and regulations.
5. This Agreement cannot be transferred or assigned by Host to any other party without the express written consent of the Region.
6. Host agrees to indemnify, defend and hold harmless Region and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Region or its agents. Region agrees to indemnify, defend and hold harmless Host and its officers, agents, employees, board members, contractors, and volunteers from and against any and all claims, damages or

allegations arising from or relating to this Facilities Use Agreement except for claims that arise from the gross negligence or intentional misconduct of Host or its agents.

7. Region may terminate this agreement immediately at any time it reasonably determines the Facilities are not adequate, safe, or otherwise suitable for the contests. Region may terminate this agreement by written notice if Host materially breaches this Agreement and such breach has not been cured within five (5) days of written notification.

8. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or discussions. No changes to this Agreement will be valid or enforceable unless in writing and signed by all parties. The undersigned warrants and represents that he/she is authorized to enter into this agreement for and on behalf of Host.

9. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota.

10. This agreement will terminate on July 31, 2019.

This agreement is signed by the member school designee acting on the authority of the local school board.

School Name Duluth East High School

Authorized Signer Name William Cronseth

Title William Cronseth, Superintendent

Date 9/19/18

MSHSL Region 7AA

Authorized Signer Name Douglas L. MacIver

Title Executive Secretary/Treasurer

Date _____

Contract for Western Lake Superior Habitat for Humanity

THIS RESIDENTIAL CONSTRUCTION CONTRACT ("Contract") is made as of this 12th day of September, 2018, by and between Western Lake Superior Habitat for Humanity (whether one or more, "Owner"), and the Independent School District #709, a public corporation, hereinafter called District.

RECITALS

- A. Owner owns fee title to land located in St. Louis County, Minnesota, which has a street address of 2412 West First Street, Duluth, MN, 55806.
- B. Duluth Public Schools offers a carpentry program course, which is designed to give its students practical experience in constructing residential dwellings and related improvements.
- C. Owner desires to have Duluth Public Schools carpentry program students provide certain services in connection with the construction of a residential dwelling and related improvements on the Site, as specifically set forth in this Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements set forth in this Contract and other good and valuable consideration, and pursuant to the authority granted in Minnesota Statutes section 136F.36, subdivision 1 (2002), Owner and District agree as follows:

1. WORK. TO BE PERFORMED BY DISTRICT STUDENTS; SUPERVISION OF STUDENTS. Subject to the provisions of this Contract, students enrolled in District carpentry program(s) (the "Students"), under the supervision of District instructor(s) (whether one or more, the "Instructors"), shall provide usual and customary labor and equipment to accomplish the carpentry work (the "work") needed to complete the house as shown on, and in reasonable accordance with, the final plans. District anticipates that the work will commence on September 12, 2018 (the "Commencement Date"), or as soon thereafter as District deems feasible. Owner acknowledges that the work is to be performed by the Students, under the supervision of the Instructors, as part of an educational process, and that District shall not be held to any greater standard, duty or quality of workmanship than what can reasonably be expected under such circumstances.

The Instructors shall supervise the work. Owner agrees that only the Instructors or other employees, representatives or agents of school and Duluth Public Schools shall have the right to give instructions and directions to the Students. Owner shall contact the Instructors regarding any complaints, inquiries or suggestions relating to the work. If Owner interferes with or attempts to instruct or direct any Student, and if such activity continues after District delivers written notice to Owner, then in addition to any other right or remedy District may have, District shall have the right at any time thereafter to terminate this Contract by giving written notice of such termination to Owner, and upon such termination,

The District, shall perform work on framing, insulation, drywall, roofing, soffit and fascia, siding, window/door, cabinet and interior wood trim installation during the allotted time. The District will attempt to complete as much of this work as possible, but does not guarantee completion of any of these installation). Any work unfinished at the end of the allotted time is the full responsibility of the Owner.

2. CHANGE ORDERS. If Owner desires any changes or modifications to the Plans, Owner shall submit to District a written change order, on a form acceptable to District, which shall describe in detail the proposed changes or modifications and such other information relating thereto as District may require (the "Change Order(s)"). All change orders will be approved and handled by the District. All Change Orders shall be subject to the approval of District and the municipal or county building inspector, as applicable. If the approval for any such Change Order is denied, then the Change Order Fee shall be promptly returned to Owner.

3. OWNER'S OBLIGATIONS AND RESPONSIBILITIES. Owner shall act as general contractor in connection with the construction of the improvements shown on the Plans (the "Improvements"), and in addition to other obligations and responsibilities of Owner set forth in this Contract, Owner shall be obligated and responsible for each of the following matters:

- a. **Subcontractors.** Owner shall contract or subcontract for all labor and services necessary to complete the Improvements, other than the work, including, without limitation, all landscaping, [electrical], painting and staining (except for such priming as may be expressly agreed to in writing by District), and plumbing work [include other types of work that will not be performed by the Students]. The providers of all such labor and services (collectively, the "Subcontractors") shall be duly qualified and licensed, if required by law. Owner shall provide District with a true, correct and complete list of the Subcontractors no later than ten (10) days before the Commencement Date. Owner shall cause each Subcontractor to perform its work to the Improvements in compliance with all laws and in a good and workmanlike manner. Owner shall coordinate with District regarding the order and priority of construction of the Improvements, and shall cause all of the Subcontractors to cooperate with District, so that the construction of the Improvements, including, without limitation, the work, shall be completed in an orderly manner and in accordance with such schedule as District may require to complete the work on or before the Completion Date (as defined in Section 7 of this Contract).
- b. **Vendor Accounts.** Owner shall open accounts in Owner's name with such material suppliers as District may deem necessary or desirable. The Instructors shall have the right to charge to such account all materials obtained for the work. No materials obtained in connection with the Improvements, including, without limitation, the work, shall be charged to the District.
- c. **Utilities, Other Services and Access.** Owner shall provide at the Site, on or before the Commencement Date, all utilities and other services that District deems necessary or desirable to perform the work and all other work needed to complete the Improvements, including, without limitation, electricity, lighting, water, heating, telephone, toilets, trash

disposal, snow removal, hoisting and scaffolding. Owner shall also provide, on or before the Commencement Date, a roadway reasonably acceptable to District from an existing public road to that portion of the Site on which the Improvements will be located.

- d. **Permits, Approvals and Licenses.** Owner shall obtain, no later than ten (10) days before the Commencement Date, all permits, approvals and licenses necessary to construct the Improvements.
- e. **Soil Report.** Owner shall obtain, no later than ten (10) days before the Commencement Date, a soil compaction report indicating that the Improvements can be constructed without the need for any extraordinary soil compaction procedures. Owner assumes full responsibility for the adequacy of the soils, and the adequacy, form and content of any such soil report. No review or approval of such soil report by the Instructors, Students or any other representative, employee, agent or student of District shall make District responsible for the adequacy of the soils, or the adequacy, form or content of any such soil report.
- f. **Site Preparation.** On or before the Commencement Date, Owner shall stake the Site and the area where the Improvement will be constructed, and shall grade, set and otherwise have such area ready for construction. Prior to such Site preparation, Owner shall obtain a survey and/or such other information needed to assure that the Improvements, when constructed, will not encroach on any adjoining land or right-of-way, nor violate any applicable set back requirements. Owner assumes full responsibility for any resulting encroachment or set back violation.
- g. **Compliance of the Plans and Change Orders with Laws.** Owner assumes full responsibility for the compliance of the Plans and any Change Orders with all applicable laws, and with sound building and engineering practices. No approval of the Plans or any Change Order by District or the Instructors, Students or any other representative, employee, agent or student of District shall make District responsible for the adequacy, form or content of the Plans or any Change Order.
- h. **Record Keeping.** It is the responsibility of the Owner or General Contractor to maintain all records regarding costs and materials. Within 30 days of the end of every quarter, the Owner will provide a copy of invoices for all materials, or other supporting evidence as District may require to the District..

If Owner breaches any of its obligations set forth above, then in addition to any other right or remedy that District may have, District shall have the right to terminate this Contract if Owner fails to cure such breach within ten (10) days after District delivers written notice of such breach to Owner, and upon any such termination, District shall have no further obligations under this Contract.

4. OWNER'S REPRESENTATIONS AND WARRANTIES. To induce District to enter into this Contract, Owner represents and warrants as follows:

- a. **Authority.** Owner has the power and authority to enter into and perform this Contract. This Contract and the obligations of Owner herein are valid and binding obligations of Owner, and are enforceable in accordance with the terms herein.
- b. **Title to Site.** Owner owns fee title to the Site, free and clear of all liens, encumbrances, easements and other matters affecting title.
- c. **Financial Ability.** Owner either has funds in Owner's possession sufficient to pay for the total cost of materials and services to construct the Improvements, or has received a binding commitment from a lender for such funds to pay for such cost as and when due.

Owner shall promptly provide District such information as District may request to verify the validity of any or all of the foregoing representations.

5. INSURANCE; WAIVER OF CLAIMS; INDEMNIFICATION. At all times during the term of this Contract, Owner shall obtain and keep in effect insurance policies for the following coverage relating to the Site and the Improvements:

- a. insurance against loss or damage by fire, lightning, vandalism, malicious mischief and other perils covered by a policy of "builder's all risk" property insurance, in an amount not less than the full replacement value of the Improvements; and
- b. commercial general liability insurance against claims for bodily injury, death and property damage occurring at the Site, which shall provide coverage in the amount of at least \$1,500,000 with respect to any occurrence.

Owner shall promptly provide District with a true, correct and complete copy of such policies, certificates of insurance for such policies or other evidence of insurance required by this section in a form acceptable to District. The "builder's all risk" policy required by this section shall provide that any losses shall be payable notwithstanding (1) any act or neglect by Owner or Owner's agents, representatives, contractors or subcontractors, including, without limitation, District and the Students, the Instructors, and any other representative, employee, agent or student of District, (2) any waiver of subrogation rights by the insured, and (3) any change in title to or ownership of the Site.

Owner hereby releases District, Students, Instructors, and any other representative, employee, agent or student of District from any and all liability and responsibility (to Owner or anyone claiming through or under Owner by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverall by a customary "builder's all risk" policy required by this section, even if such loss or damage shall have been caused by the fault or negligence of District or anyone for whom District may be responsible, including, without limitation, the Students, the Instructors, or any other representative, employee, agent or student of District.

Owner shall defend, indemnify and hold District and the Students, the Instructors, and any other representative, employee, agent or student of District, harmless from and against all claims, losses, damages and expenses in connection with:

- i. the inadequacy or illegality of any portion of the Plans and/or any Change Orders;
- ii. any defects in any materials used to construct the Improvements, unless such defects result from damage caused by the Students or the Instructors; and
- iii. any actions or inactions relating to the construction of the Improvements by any person other than the Students, the Instructors, or any other representative, employee, agent or student of District.
- iv. not completing the entire project or subsequently identified in a punch list.

Owner's releases and indemnification obligations set forth in this section shall survive the termination of this Contract.

6. INSPECTION OF WORK. On or before May 17, 2019 [e.g., the date that is ten (10) days before the Completion Date], Owner and the Instructors shall inspect the Improvements to determine what portions of the work, if any, are defective or remain unfinished. During such inspection, Owner, and District Administrator and the Instructor(s) shall prepare a punch list of any defective or unfinished portions of the work. The punch list is only to identify items not yet complete; there is no guarantee that District will complete the items on the punch list. The Owner, District Administrator, and District District Instructor(s) will prioritize the punch list to reflect which items can reasonably be completed prior to May 30, 2019 and will also meet any remaining required student learning outcomes.

In addition, at any time and from time to time during the performance of the work prior to said inspection, if required by Owner or District, Owner, and the Instructor(s) shall inspect the Improvements to determine whether any portions of the work performed prior to the date of any such inspections are defective.

If there is a dispute as to any alleged defect or any punch list items, Owner, or District Administrator agree that the final determination regarding any such dispute shall be made by District's Carpentry Program Advisory Committee. At any time Owner may request, and District shall provide, Owner with a list of the members of District's Carpentry Program Advisory Committee.

7. COMPLETION OF WORK. District shall use good faith efforts to complete the work (including any punch list items prepared in accordance with Section 6 of this Contract) on or before May 30, 2019 (the "Completion Date").

Degree of completion will depend on weather conditions, complexity of project, change orders, delivery delays or other constraints beyond the control of the District. There is no guarantee that

the Project, Addendum work, and punch list will be 100% completed by District, including its students or faculty. Any work unfinished at the end of the allotted time is the responsibility of the Owner.

8. OPEN HOUSE. Owner agrees to allow District to conduct an open house at the Site upon completion of the Improvements on a date to be selected by District, which date must be reasonably acceptable to Owner. Owner shall clean the Improvements so that they will be in a suitable condition for such open house; provided that District will remove debris generated by the performance of the work.

9. NOTICE TO OWNER. The following notice is provided by District to Owner pursuant to Minn. Stat. § 514.011, subd. 1:

- a. Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- b. Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until one hundred twenty (120) days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

10. No REPRESENTATIONS OR WARRANTIES. PURSUANT TO THE AUTHORITY GRANTED BY MINNESOTA STATUTES, SECTION 136F.36, SUBDIVISION 3, District ELECTS NOT TO OFFER THE WARRANTIES CONTAINED IN MINNESOTA STATUTES, CHAPTER 327A. OWNER ACKNOWLEDGES THAT THE WARRANTIES CONTAINED IN MINNESOTA STATUTES, CHAPTER 327A DO NOT APPLY TO ANY PART OF THE work. OWNER FURTHER ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT, District MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE work.OCCUPANCY OF THE IMPROVEMENTS BY OWNER SHALL BE CONCLUSIVE EVIDENCE THAT OWNER HAS ACCEPTED THE work "AS-IS," SUBJECT ONLY TO THE COMPLETION OF ANY ITEMS IDENTIFIED IN A PUNCH LIST PREPARED IN ACCORDANCE WITH SECTION 6 OF THIS CONTRACT.

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11. NOTICES. Any notice required or permitted under this Contract shall be in writing and given by personal delivery upon an authorized representative of a party hereto, or by mailing in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, properly addressed as follows:

If to District:

Duluth Public Schools
Attn: Bradley Vieths
215 N. 1st Ave. E.
Duluth, MN 55802
218-336-8700 x1031

If to Owner:

Western Lake Superior Habitat for Humanity
P.O. Box 1073
Superior, WI 54880
218-722-3875

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit; provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

12. BUSINESS DAYS. The term "Business Days" as used in this Agreement means any day other than a Saturday, Sunday or a holiday on which the offices (other than emergency services) of the State of Minnesota are closed.

13. MISCELLANEOUS. The section headings or captions appearing in this Contract are for convenience only, are not a part of this Contract and are not to be considered in interpreting this Contract. This Contract, together with the exhibits and the addendum, if any, attached hereto, constitute the entire agreement between the parties, and no other agreements prior to this Contract or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. This Contract may not be amended or modified except by a written agreement signed and delivered by Owner and an authorized representative of District. This Contract shall be interpreted and governed by the laws of the State of Minnesota. If any provision of this Contract or the application to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provision to any other circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

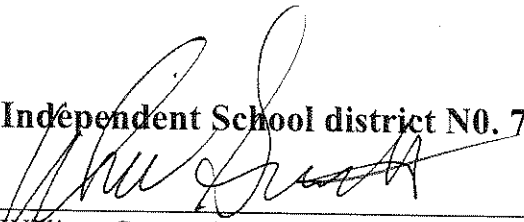
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Western Lake Superior Habitat for Humanity

David Clanaugh
Executive Director

Independent School district NO. 709



William Gronseth
Superintendent

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GRAND CANYON UNIVERSITY™

College of Nursing
and Health Care Professions

3300 West Camelback Road, Phoenix, Arizona 85017
602.639.7500 Toll Free 800.800.9776
www.gcu.edu

Memorandum of Understanding

Between

Laura MacArthur Elementary School

(referred to as "facility")

and

Grand Canyon University

(referred to as "GCU")

The purpose of this Memorandum of Understanding is to confirm the arrangement for Grand Canyon University College of Nursing and Health Care Professions student, Crystal Diehl, (referred to as "student") and qualified representative of facility, Kelly Piette, (referred to as "preceptor/mentor") to work collaboratively to fulfill the practicum/practice immersion experience (referred to as "field experience").

The time periods will be mutually arranged and agreed upon by the preceptor/mentor and the student within the dates of the field experience course(s).

GCU assures that the student is:

- 1) Expected to respect and perform within facility policies;
- 2) Licensed in the state in which they are doing the field experience (if applicable)

Facility, preceptor/mentor and GCU agree to mutually:

- 1) Arrange schedules for learning activities;
- 2) Select appropriate learning activities consistent with field experience objectives and experiences the facility can provide.
- 3) Determine student progress and benefit from learning experiences.

While student is at facility, GCU:

- 1) Expects student to be regarded as volunteers who are not eligible for compensation, fringe benefits, and workman's compensation for this experience.
- 2) Regards the student as being accountable for their actions.
- 3) Expects facility to consider the student as part of the covered work force for Protected Health Information (PHI) under the Health Insurance Portability Accountability Act (HIPAA).
- 4) Assumes that the facility maintains ultimate accountability and responsibility for the student/client and the service(s) being delivered to him/her.

(Memorandum of Understanding continues on following page.)

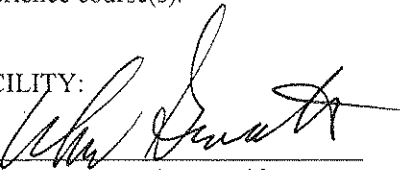
The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.

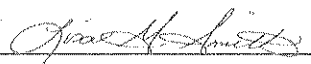
Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this agreement. Any liabilities or claims for property loss or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during this agreement shall be determined according to applicable law.

FACILITY: Laura MacArthur
Address: Elementary School
720 North Central Avenue
Duluth, MN 55807
Name: Jason Crane
Phone: 218-336-8740 x 1108
Email: jason.crane@isd709.org

GCU:
GRAND CANYON UNIVERSITY
3300 W. Camelback Road
Phoenix, AZ 85017
ATTN: CONHCP – OFE
602-639-8401

The undersigned parties have caused this Memorandum of Understanding to become effective on the date when executed by both parties and will terminate upon completion of the field experience course(s).

FACILITY:
By: 
Title: William Gronseth, Superintendent
Date: 9/19/18

GCU:
By: 
Title: Dr. Lisa Smith, Dean & Professor
Date: 09/24/2018

BackPack Program Partner Agreement

This Backpack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Congdon Park Elementary (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the Backpack Program.

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran

The mission of the Backpack Program is to help solve child hunger by providing nutritious and easy- to-prepare food to children to take home on weekends and school vacation when other resources are not available.

1. Appoint a Backpack Program coordinator to be the primary contact for the Backpack Program. 2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that Backpack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank. 3. Distribute healthy, nutritious food included in the Backpack Program kits to eligible children free of

charge. 4. Distribute the Backpack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation. 5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their

name so that those items will not be distributed to them. 6. Ensure that staff and volunteers with direct repetitive contact with the children pass a national

background search. 7. Provide information to Second Harvest Northern Lakes Food Bank

8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at

least once every two years. 9. Ensure that at least one key program staff or volunteer complete Food Safety Training, approved or

provided by, Second Harvest Northern Lakes Food Bank. 10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and

local statutes, ordinances and regulations. 11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and

integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals. 12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that

food is distributed within its food-safety guideline and to ensure its highest quality. 13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or

delivery schedule that meets the needs of all partners. 14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s). 15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program

personnel, days and hours of operation, and/or number of children served. 16. Keep accurate records and submit required reports to the Program Director at Second Harvest

Northern Lakes Food Bank by the 10th of each month, following the Backpack Program distribution month. 17. Assist in program evaluations. 18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a

timely manner. 19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program

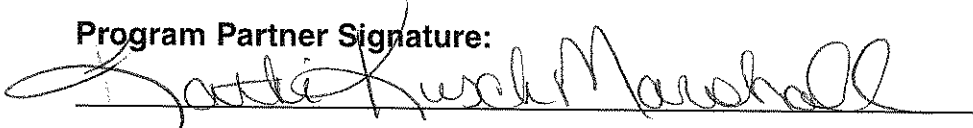
research, design and development, and collaborative guidance in program implementation.

2. Ensure that program partner meets national and local Backpack Program objectives through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days. 3. Identify and procure staple food items and/or supplies necessary for

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

 9/10/18

Program Partner Signature (Principal or Executive Director)

Date

Kathi Kusch Marshall 9/10/18

Printed Name Title

Make sure to read and sign the National Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director Second Harvest Northern Lakes Food Bank 4503 Airpark Boulevard Duluth, MN 55811 (218) 336-2303 dan@northernlakesfoodbank.org




**William Gronseth
Superintendent**

Verification By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the National Background Search Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a National Background Search as described on the previous page.

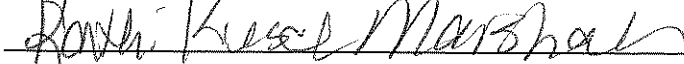
The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

 9/10/18

Program Partner Signature (Principal or Executive Director)

Date

 9/10/18

Printed Name Title

Names of staff or volunteer(s) helping with program:

Staff Volunteer

Second Harvest Northern Lakes Food Bank is an equal opportunity provider and employer.

Jeana Marshak

Heidi Klassen



**William Gronseth
Superintendent**



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Homecroft Elem (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a national background search.
7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).



8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two years.
9. Ensure that at least one key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until is it used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the 10th of each month, following the Backpack Program distribution month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

D. Second Harvest Northern Lakes Food Bank Agrees To:

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).
6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
8. Support fundraising and marketing efforts which will ensure long-term program sustainability.



E. General Provisions

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

F. Signatures

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

Tom Cawcutt
Program Partner Signature (Principal or Executive Director)

9/10/10
Date

Tom Cawcutt
Printed Name

Principal
Title

Make sure to read and sign the National Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director
Second Harvest Northern Lakes Food Bank
4503 Airpark Boulevard
Duluth, MN 55811
(218) 336-2303
dan@northernlakesfoodbank.org



William Gronseth
William Gronseth
Superintendent



National Background Check

Policy and Procedure

Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *National Background Check*.

Some examples of **who is required to have** a background search performed:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a national background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some states require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Procedure

It is the responsibility of the Program Site to perform and verify the following background checks as a minimum:

- Social Security History to assure proper identification
- National Sexual Offender search
- Criminal History record search

Second Harvest Northern Lakes Food Bank reserves the right to see proof of the completed background searches on program staff and volunteers during routine site inspections.



Verification

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the National Background Search Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a National Background Search as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

Tom Cawcutt 9/19/18
 Program Partner Signature (Principal or Executive Director) Date
Tom Cawcutt Principal
 Printed Name Title

Names of staff or volunteer(s) helping with program:	Staff	Volunteer
Celeen Nordwall	x	
Tom Cawcutt	x	
Cathy Schwartz	x	

Second Harvest Northern Lakes Food Bank is an equal opportunity provider and employer.

William Gronseth
 William Gronseth
 Superintendent



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Lakewood Elementary (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a national background search.
7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).



8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two years.
9. Ensure that at least one key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the 10th of each month, following the Backpack Program distribution month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

D. Second Harvest Northern Lakes Food Bank Agrees To:

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).
6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
8. Support fundraising and marketing efforts which will ensure long-term program sustainability.



E. General Provisions

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

F. Signatures

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

9/10/18

Program Partner Signature (Principal or Executive Director)

Date

Darren Sheldon

Principal

Printed Name

Title

Make sure to read and sign the National Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director
Second Harvest Northern Lakes Food Bank
4503 Airpark Boulevard
Duluth, MN 55811
(218) 336-2303
dan@northernlakesfoodbank.org



William Gronseth
Superintendent



National Background Check Policy and Procedure

Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *National Background Check*.

Some examples of **who is required to have** a background search performed:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a national background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some state require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Procedure

It is the responsibility of the Program Site to perform and verify the following background checks as a minimum:

- Social Security History to assure proper identification
- National Sexual Offender search
- Criminal History record search

Second Harvest Northern Lakes Food Bank reserves the right to see proof of the completed background searches on program staff and volunteers during routine site inspections.



Verification

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the National Background Search Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a National Background Search as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

9/10/18

Program Partner Signature (Principal or Executive Director)

Date

Darren Sheldon

Principal

Printed Name

Title

Names of staff or volunteer(s) helping with program:	Staff	Volunteer
Carol Cheslak		X

Second Harvest Northern Lakes Food Bank is an equal opportunity provider and employer.

William Gronseth
Superintendent



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Laura Mac (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a national background search.
7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).



8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two years.
9. Ensure that at least one key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the 10th of each month, following the Backpack Program distribution month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

D. Second Harvest Northern Lakes Food Bank Agrees To:

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).
6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
8. Support fundraising and marketing efforts which will ensure long-term program sustainability.



E. General Provisions

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

F. Signatures

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

[Handwritten Signature]
Program Partner Signature (Principal or Executive Director)

9/19/18
Date

James Ericson
Printed Name

Principal
Title

Make sure to read and sign the National Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director
Second Harvest Northern Lakes Food Bank
4503 Airpark Boulevard
Duluth, MN 55811
(218) 336-2303
dan@northernlakesfoodbank.org



[Handwritten Signature]
William Gronseth
Superintendent



National Background Check

Policy and Procedure

Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *National Background Check*.

Some examples of **who is required to have** a background search performed:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a national background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some state require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Procedure

It is the responsibility of the Program Site to perform and verify the following background checks as a minimum:

- Social Security History to assure proper identification
- National Sexual Offender search
- Criminal History record search

Second Harvest Northern Lakes Food Bank reserves the right to see proof of the completed background searches on program staff and volunteers during routine site inspections.

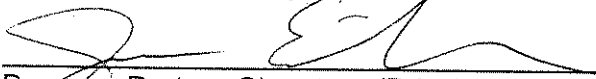


Verification

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the National Background Search Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a National Background Search as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:



9/19/18

Program Partner Signature (Principal or Executive Director)

Date

James Erickson

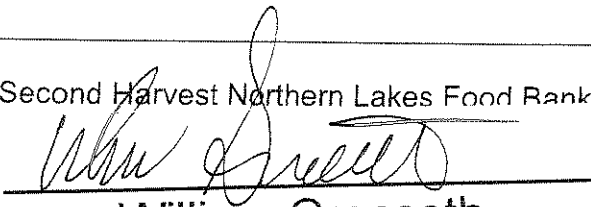
Principal

Printed Name

Title

Names of staff or volunteer(s) helping with program:	Staff	Volunteer
Cal Harris - Coordinator	X	
LISA Larson	X	X
Susan James		X

Second Harvest Northern Lakes Food Bank is an equal opportunity provider and employer.



William Gronseth
Superintendent



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Lowell Elem. (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a national background search.
7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).



8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two years.
9. Ensure that at least one key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the 10th of each month, following the Backpack Program distribution month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

D. Second Harvest Northern Lakes Food Bank Agrees To:

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).
6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
8. Support fundraising and marketing efforts which will ensure long-term program sustainability.



E. General Provisions

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

F. Signatures

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

Jan Larva
Program Partner Signature (Principal or Executive Director)

9/25/18
Date

JEN LARVA
Printed Name

Principal
Title

Make sure to read and sign the National Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director
Second Harvest Northern Lakes Food Bank
4503 Airpark Boulevard
Duluth, MN 55811
(218) 336-2303
dan@northernlakesfoodbank.org



William Gronseth

William Gronseth
Superintendent



National Background Check

Policy and Procedure

Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *National Background Check*.

Some examples of **who is required to have** a background search performed:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a national background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some state require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Procedure

It is the responsibility of the Program Site to perform and verify the following background checks as a minimum:

- Social Security History to assure proper identification
- National Sexual Offender search
- Criminal History record search

Second Harvest Northern Lakes Food Bank reserves the right to see proof of the completed background searches on program staff and volunteers during routine site inspections.



Verification

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the National Background Search Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a National Background Search as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

Jen Larva
 Program Partner Signature (Principal or Executive Director)

9/25/18
 Date

JEN LARVA
 Printed Name

Principal
 Title

Names of staff or volunteer(s) helping with program:	Staff	Volunteer
Taylor Walling	X	
Liang-pi Yang	X	

Second Harvest Northern Lakes Food Bank is an equal opportunity provider and employer.

William Gronseth
 William Gronseth
 Superintendent



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Myles Wilkins (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a national background search.
7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).



8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two years.
9. Ensure that at least one key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until is it used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the 10th of each month, following the Backpack Program distribution month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

D. Second Harvest Northern Lakes Food Bank Agrees To:

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).
6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
8. Support fundraising and marketing efforts which will ensure long-term program sustainability.



E. General Provisions

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

F. Signatures

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

Amy Worden
Program Partner Signature (Principal or Executive Director)

9/11/18
Date

Amy Worden, Principal
Printed Name

9/11/18
Title

Make sure to read and sign the National Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director
Second Harvest Northern Lakes Food Bank
4503 Airpark Boulevard
Duluth, MN 55811
(218) 336-2303
dan@northernlakesfoodbank.org



William Gronseth

William Gronseth
Superintendent



National Background Check Policy and Procedure

Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *National Background Check*.

Some examples of **who is required to have** a background search performed:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a national background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some state require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Procedure

It is the responsibility of the Program Site to perform and verify the following background checks as a minimum:

- Social Security History to assure proper identification
- National Sexual Offender search
- Criminal History record search

Second Harvest Northern Lakes Food Bank reserves the right to see proof of the completed background searches on program staff and volunteers during routine site inspections.



Verification

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the National Background Search Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a National Background Search as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

Amy Worden

09/12/18

Program Partner Signature (Principal or Executive Director)

Date

Amy Worden

Principal

Printed Name

Title

Names of staff or volunteer(s) helping with program:	Staff	Volunteer
Stacey Achterhoff	✓	

Second Harvest Northern Lakes Food Bank is an equal opportunity provider and employer.

William Gronseth

William Gronseth
Superintendent



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Piedmont (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a national background search.
7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).



8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two years.
9. Ensure that at least one key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
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13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the 10th of each month, following the Backpack Program distribution month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

D. Second Harvest Northern Lakes Food Bank Agrees To:

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).
6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
8. Support fundraising and marketing efforts which will ensure long-term program sustainability.



E. General Provisions

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

F. Signatures

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

Beth Sherman

Program Partner Signature (Principal or Executive Director)

Beth Sherman

Printed Name

9/18/18

Date

9/18/18

Title

Make sure to read and sign the National Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director
Second Harvest Northern Lakes Food Bank
4503 Airpark Boulevard
Duluth, MN 55811
(218) 336-2303
dan@northernlakesfoodbank.org



William Gronseth

William Gronseth
Superintendent



National Background Check Policy and Procedure

Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *National Background Check*.

Some examples of **who is required to have** a background search performed:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a national background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some state require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Procedure

It is the responsibility of the Program Site to perform and verify the following background checks as a minimum:

- Social Security History to assure proper identification
- National Sexual Offender search
- Criminal History record search

Second Harvest Northern Lakes Food Bank reserves the right to see proof of the completed background searches on program staff and volunteers during routine site inspections.



Verification

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the National Background Search Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a National Background Search as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

B Sherman
 Program Partner Signature (Principal or Executive Director)

9/8/18
 Date

Beth Sherman
 Printed Name

Principal
 Title

Names of staff or volunteer(s) helping with program:	Staff	Volunteer
Jessica Bradley	social worker	
Michelle Blanchard	ispec	

Second Harvest Northern Lakes Food Bank is an equal opportunity provider and employer.

William Gronseth
 William Gronseth
 Superintendent



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Stowe Elementary (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a national background search.
7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).



8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two years.
9. Ensure that at least one key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the 10th of each month, following the Backpack Program distribution month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

D. Second Harvest Northern Lakes Food Bank Agrees To:

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).
6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
8. Support fundraising and marketing efforts which will ensure long-term program sustainability.



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F. Signatures

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

[Handwritten Signature]

Program Partner Signature (Principal or Executive Director)

Sept. 7th, 2018

Date

Nathan Glockle

Printed Name

Principal

Title

Make sure to read and sign the National Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director
Second Harvest Northern Lakes Food Bank
4503 Airpark Boulevard
Duluth, MN 55811
(218) 336-2303
dan@northernlakesfoodbank.org



[Handwritten Signature]

William Gronseth
Superintendent



National Background Check Policy and Procedure

Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

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Procedure

It is the responsibility of the Program Site to perform and verify the following background checks as a minimum:

- Social Security History to assure proper identification
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Second Harvest Northern Lakes Food Bank reserves the right to see proof of the completed background searches on program staff and volunteers during routine site inspections.



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The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

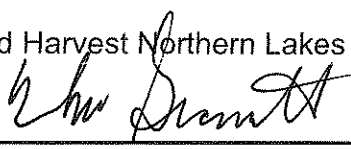

Sept 7th, 2018
 Date

Program Partner Signature (Principal or Executive Director)
Nathan Glöckle
 Printed Name

Principal
 Title

Names of staff or volunteer(s) helping with program:	Staff	Volunteer
Helen Bergman	Teacher	
Nathan Glöckle	Principal	

Second Harvest Northern Lakes Food Bank is an equal opportunity provider and employer.



William Gronseth
 Superintendent

FACILITIES MANAGEMENT & CAPITAL PROJECT STATUS REPORT

SEPTEMBER 2018

Facilities Management – Maintenance and Operations - General

- In the past month the Facilities maintenance crews have completed 278 work orders, and are currently working on 687 open work orders.
- Facilities maintenance trade crews are currently scheduled at Homecroft.
- Efforts to eradicate rodents at Congdon Elementary are ongoing, and I and others have met with Congdon PTA members and provided information and answered questions related to ongoing eradication efforts.
- The AutoCad Technician has been re-posted.
- The Master Electrician has been re-posted.
- The Hartley land sale to the City of Duluth is proceeding well and should be concluded in the next few months. The closing paperwork is being completed at First American Title Company for the 23 acre Hartley parcel being sold for preservation.
- The Rockridge lease with “The Hills” is moving forward and should be completed shortly.
- The districts access control software is being replaced as the P2000 software has been replaced by C-CURE 9000. This updated new version will run on all existing components.
- Some terrazzo issues are occurring at Denfeld, and an evaluation will be done to determine cause.
- An 89 year old clay sewer pipe at Congdon has failed, and measures will be taken to repair asap.
- Two of us from Facilities attended ALICE certification training.
- Civil Rights Commission walk through was conducted at Denfeld and EHS.
- LPMS achieved / earned an Energy Star rating as per attached.

Capital Construction:

- The FY19 HOCHS building audit will begin shortly.
- The FY20 PSS Track Replacement project will begin shortly, with the first task of evaluating existing site conditions to determine if sub-grade soils can be re-used.
- The LTFM - OEMS gym project should be complete this week, and all that use the gym are impressed with the new look.
- Rockridge site work is finished and once punch list items are corrected final payment will be made.

Building Operations

- Operations have filled both Lincoln Park and Ordean East Middle school engineer positions. Currently, Lowell, Congdon and Myers Wilkins Elementary have open engineer positions. In addition, an open maintenance custodian position at Rockridge Academy. Operations will seek to fill these positions as soon as possible.

Health, Safety & Environmental Management

Environmental/Health/Safety

- A fire inspection was conducted at Lincoln. There were a few discrepancies inside the building (some power bars needed), but overall nice, clean classrooms. Some maintenance on fire hydrants is required due to the city no longer servicing private hydrants.
- Playground inspections were completed district-wide. The mulch is at or above the required depths and the majority of the playgrounds are in good condition. Several swing chains and clevises are being replaced due to wear.

Emergency Response Crisis Management

- ALICE Train the Trainer session completed. Staff members from each building were selected to become trainers for ALICE. They participated in a two day hands on training.

Workers' Compensation Activities

- OSHA Recordables for the month: 3 (broken ankle stepping off bus, low back pain from lifting student, ankle/wrist pain from tripping on playground)
- First report of injuries: 20

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460



Climate Protection Partnership Division
U.S. EPA 6202A
Washington, DC 20460

OFFICE OF AIR AND RADIATION

September 09, 2018

Dave Spooner
730 East Central Entrance
Duluth, MN 55811

Dear Dave Spooner:

Congratulations! You have earned EPA's ENERGY STAR for Lincoln Park Middle School, located at 3215 W 3rd St, , Duluth, MN 55806. This letter outlines all the ways you can promote your achievement:

Decal and certificate: To help you identify your building as one of America's energy all-stars, enclosed is a certificate of achievement and an ENERGY STAR certification decal that bears the well-recognized ENERGY STAR certification mark. If applicable, we've also enclosed an anniversary decal that you can affix below the main decal. We encourage you to affix the decal prominently near the exterior entrance of your building. Find instructions at www.energystar.gov/Promote.

Promotional toolkit: We have more than a dozen ready-to-use promotional materials for you, such as social media graphics, sample text, posters, a 30-second audio clip, and more. Find them at www.energystar.gov/Promote.

ENERGY STAR logo: We hope you will proudly use the ENERGY STAR certification logo, which was attached to your "Congratulations" email, in any materials about your building or this achievement. Before doing so, please refer to the US EPA's logo guidelines at www.energystar.gov/LogoUse.

Again, congratulations on your commitment to energy efficiency. We look forward to receiving your application for the ENERGY STAR again next year!

Sincerely,

A handwritten signature in black ink that reads "Jean Lupinacci".

Jean Lupinacci

Director, ENERGY STAR Commercial & Industrial Branch

Enclosures:

- (1) ENERGY STAR Certified Building Award Decal
- (2) Certificate of Achievement



In recognition of superior energy performance,
the U.S. Environmental Protection Agency awards
the ENERGY STAR® to

Lincoln Park Middle School

2018

Buildings that earn EPA's ENERGY STAR use 35 percent less energy and generate 35 percent fewer greenhouse gas emissions than similar buildings across the nation.

A handwritten signature in black ink that reads "Jean Lupinacci".

Jean Lupinacci
Director, ENERGY STAR Commercial & Industrial Branch

September 9, 2018

Date





230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

October 10, 2018

William Gronseth
Superintendent of Schools

David J. Spooner, C.P.E.
Manger of Facilities

Duluth Public Schools
215 N 1st Ave E
Duluth, MN 55802

RE: Marketing Update
800 E Central Entrance "Central High School Property"
"Hartley Lots"

Hartley Residential Lots

- All marketing in place and active.
- No new updates or inquiries.
- Signage is recommended but some brush clearing and lot line locations are needed.

800 E. Central Entrance "Central High School Property"

- Met with representative of major retailer to discuss the site on 9/29/2018.
- National RE Developer meeting last week regarding the site, party has continued interest. We are actively discussing the site with this party.

The Central site continues to generate inquiries from various Developers, Brokers and Investors as expected.

Please do not hesitate to reach out with any questions.

Respectfully,

Greg Follmer
Broker



200 Selwood Bldg.
202 West Superior Street
Duluth, Minnesota 55802-1960
Website: www.lawduluth.com
Telephone: 218/727-8451
Fax: 218/727-6081

September 21, 2018

VIA E-MAIL ONLY

Mr. William Gronseth
Superintendent
Independent School District No. 709
215 North First Avenue East
Duluth, MN 55802

RE: Proposal of Volunteers/Homecroft School

Dear Mr. Gronseth:

I am writing to at the request of Mr. Spooner regarding a proposal that volunteers and a Non-Profit have made, to work on the fields at Homecroft School. There apparently has been some fund raising and some planning on what they could do there. Work of volunteers who do work and fund raise to benefit students is always greatly appreciated. Work done on the Homecroft fields may also benefit others who use the fields who are not students.

It is my understanding from Mr. Spooner that the volunteers propose to do work on the field using designs that they have developed. Mr. Spooner has indicated that those designs and the proposed manner of performing the work may not comply with the guidelines of the School District both as regards to contracting requirements and as regards to the work that would be done.

The School District of course owns the property at Homecroft School. The School District has the obligation to assure that the legal requirements are met regarding work done on the District's property. Even if volunteers or a Non-Profit are to contract for the work, so that the District itself did not have a contract with the Contractors, work must still be done in such a manner that the District is protected from liability. Therefore, if work is being done on the District's property, the District should be protected by the existence of sufficient insurance which names the District as an additional insured. The District is obligated by law to make sure that is done and that any other legal requirements on the District's property in regard to contracting, are followed.

Because the District is the owner of the property, the District is potentially liable if there are injuries or other claims relating to the property in the future. Therefore, while we all welcome volunteering, there could be potential difficulties for the District if construction is not up to the standards that would be required of the District, and any other additional standards which the District might need for its purposes. The issue is not just the District's liability for injuries which may occur. The issue also is how to design facilities to prevent injuries to students and others who may use the facilities. Work on the property also should be scheduled and coordinated by District staff so as to not interfere unnecessarily with schedules of students, staff and others.

Mr. William Gronseth
Superintendent
Independent School District No. 709
September 21, 2018
Page 2

Appropriate warranties regarding the work that would protect the District also are necessary as with any other work for the District. With the construction being done, of course there is a possibility of injury to people or property during the construction. There must be proper insurance to protect the District from such claims and the work should be done in a manner approved by the District in order to minimize those risks to the District, and to minimize the risks to the people and property which could potentially be injured. There typically should be observation of the work during the construction in order to assure that the work is done pursuant to the plans and specifications.

The District of course has to look at the long term maintenance of improvements to its facilities including its fields, and if the work is not done to the District's standards, it may have to be re-done earlier than otherwise would be necessary, at additional expense and trouble for the District, students and possibly others. There could be additional maintenance expenses, even if the work does not have to be redone.

Because the District does have to maintain its property, and would have to maintain the field, work should be done in such a manner that it receives the District's approval regarding the design and construction that the District may need. I recognize that there have been some issues in the near past regarding playground surfaces and there certainly could be issues regarding any field that is used by students and/or others.

I therefore recommend that any work to be performed on the Homecroft fields, or other work there or at other places, follow the requirements which Mr. Spooner and other appropriate District personnel apply. While compliance of such requirements may change the cost of a project or its timing or its means of performance, it is important that if the District is asked to modify those requirements, or waive some of them, that should be within the judgment of Mr. Spooner and others at the District. They are obligated by law to have work performed that complies with the law and which is in the long term interest of the District, both with regards to potential liability and with regard to maintenance and use of the District property. Mr. Spooner and others at the District do not set such requirements because they want to be difficult, but because they are required to do so in order to protect the District and users.

It therefore is my opinion that with field work that might be done at Homecroft, and any other substantial work done on the District grounds or buildings, that standard procedures for construction work by the District be followed, including:

1. If there is a contract to be paid by the School District, then it must be subject to the procedural and substantive building requirements of the School District as they may apply. If the School District itself is not paying for the work, then it needs to be determined whether those requirements for District contracts nonetheless need to be met in whole or in part;
2. Using AIA Contracts or other standard approved contracts;

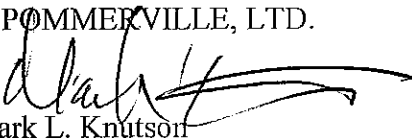
Mr. William Gronseth
Superintendent
Independent School District No. 709
September 21, 2018
Page 3

3. Plans and specifications must be prepared by a licensed design professional who is accepted by the District, with the design professional signing off on the plans and specifications. The plans and specifications and overall design of course must meet the School District's goals and standards as they may apply, including but not limited to safety regarding persons and property and the long time maintenance and improvements of the schools of the District;
4. The plans and specifications of course must comply with the various other requirements of the District;
5. The construction must be observed pursuant to the standards of the design professional and the District;
6. There of course needs to be insurance for the contract and the work which protects the School District;
7. The design professionals of course have to review the work when it has been completed to assure compliance with the plans and specifications and any other requirements, along with certifying that the work has been completed pursuant to the plans and specifications; and
8. Other standard contractual procedural requirements for work on the District's buildings and grounds should be followed.

I hope that this general discussion is helpful. If you have other questions or if there are more specific issues you would like me to address, feel free to contact us. I hope that the Homecroft field project can go ahead in an appropriate manner.

Yours very truly,

DRYER STORAASLI KNUTSON
& POMMERVILLE, LTD.



Mark L. Knutson

mlknutson@lawduluth.com

MLK/mas

cc: Mr. Dave Spooner *(via email only)*