

## School Board Meeting - Business Committee Working Session

Duluth Public Schools, ISD 709

Agenda

Tuesday, November 12, 2019

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:45 PM

1. **Guest Presentations - None**
2. **Financial Report**
  - A. Financial Report - Financial statements only (Cash Flow reports will resume later this year) 5
  - B. Approval of Payment of Claims - Attached as an "extra"
  - C. Budget Revisions 14
  - D. Wire Transfers 16
  - E. Investment Transactions 17
  - F. APU Projections 18
  - G. Fundraisers 20
  - H. Finance Education
    - 1) State Special Education Revenue Part II 21
3. **Bids, R.F.P.s and Quotes Reports**
  - A. Bids - None
  - B. RFPs - None
  - C. Quotes - None
4. **Policies and Regulations**
  - A. New Policy 511 Fundraising - first reading 22  
Attached is MSBA model policy 511 - Fundraising for the first reading.  
This policy would replace current policy 1050 - Fund-Raising by Students.  
  
Recommendation: It is recommended that the Duluth School Board approve Policy 511 - first reading.
  - B. Delete Policy 1050 - Fund-Raising by Student - first reading 24  
In moving to MSBA Model Policies, administration is recommending the deletion of Policy 1050, which will be replaced by MSBA Policy 511.  
  
Recommendation: It is recommended that the Duluth School Board approve the deletion of Policy 1050 - first reading.
  - C. Revise Bylaw 203.2 Order of the Regular School Board Meeting Bylaw - first reading 25  
Attached is a revision of Policy 203.2 for the first reading.  
  
Recommendation: It is recommended that the Duluth School Board approve the revision of Bylaw 203.2 - first reading.

## 5. Contracts, Change Orders, and Leases

### A. Contracts

#### 1) Upper Lakes Foods, Inc. 27

Attached is the contract with Upper Lakes Foods for district-wide food requirements for the period November 19, 2019 until June 30, 2021. The estimated purchase price value of this contract is \$35,000.00 per week while school is in session.

Recommendation: It is recommended that the Duluth School Board approve the contract with Upper Lakes Foods for district-wide food requirements.

#### 2) Essentia Health Sports Medicine Services 32

Attached is a five year athletic agreement for Essentia Health to provide sports medicine services to the students of Duluth Public Schools.

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

#### 3) Essentia Health Sponsorship Agreement 40

Attached is a five year athletic sponsorship agreement with Essentia Health for \$325,000.00.

Recommendation: It is recommended that the Duluth School Board approve this athletic sponsorship agreement.

#### 4) Costin Group 46

Attached is a one year agreement with the Costin Group to perform government relations, public relations, and related services directed and approved by the Duluth Public Schools.

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

#### 5) **PLACEHOLDER** - Superintendent Search Firm

Attached is the contract with [*insert name here*] to perform duties as related to the Superintendent search for the Duluth Public Schools, in the amount of [*insert \$\$\$ here*].

Recommendation: It is recommended that the Duluth School Board approve the contract with [*insert name here*] for [*insert \$\$\$ here*]. It is also recommended that the Duluth School Board authorize the Board Chair and Chief Financial Office to negotiate and execute the contract.

#### 6) **PLACEHOLDER** - Other Contracts

### B. Change Orders

#### 1) CO #3 Public School Stadium Track Reconstruction - Northland Constructors of Duluth, Inc. 51

This no cost change order modifies the agreement with Northland Constructors of Duluth Inc, to extend the contract substantial completion date from September 7th 2019 to August 1st 2020. This will result in a no cost change for a contract sum of \$909,852.00.

Recommendation: It is recommended that the Duluth School Board approve the no cost Change Order #3 for the Public School Stadium Track Reconstruction.

2) **PLACEHOLDER - Other Change Orders**

C. Leases

1) **PLACEHOLDER - LEAF for Color Copier/Scanner/Fax**

2) **PLACEHOLDER - Other Leases**

6. **Resolutions**

A. B-11-19-3688 - Acceptance of Donations 53

Recommendation: It is recommended that the Duluth School Board approve Resolution 11-19-3688.

B. B-11-19-3689 - Authorized Bank Account Signer 57

Recommendation: It is recommended that the Duluth School Board approve Resolution B-11-19-3689.

C. **AMEND B-10-19-3685 Establishing Combined Polling Places for Multiple Precincts and Designating Hours During Which the Polling Places Will Remain Open for Voting for School District Elections not Held on the Day of a Statewide Election.** **58**

Recommendation: It is recommended that the Duluth School Board approve the amendment to Resolution B-10-19-3885.

D. **PLACEHOLDER - Other Resolutions**

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

A. Expenditure Contracts 60

The Superintendent or CFO/Executive Director of Business Services has signed these contracts during the month of October 2019.

B. Extension or Renewal Contracts - None

C. No Cost Contracts 101

The Superintendent or CFO/Executive Director of Business Services has signed these contracts during the month of October 2019

D. Revenue Contracts 142

The Superintendent or CFO/Executive Director of Business Services has signed these contracts during the month of October 2019

E. Property Sale Updates 149

F. Facilities Management & Capital Project Status Report 150

G. The sale of HOCHS

H. School Board Committee Structure

I. Change Orders Signed - None

J. Agenda setting policy discussion

8. **Future Items**

A. Final Levy Approval (December)

B. Truth in Taxation Presentation (December)

C. FY 2018-19 Audit Results (December)

- D. Organizational Meeting (January)
- E. Legislative Platform (January)
- F. Policy Updates

		General Fund Sep-19			Percent of year	25.00%
		FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
<b>Revenues</b>						
Levy	\$	-	\$ 18,094,028	\$ 18,094,028	\$ 18,094,028	100%
State aids		20,621,899	69,862,620	69,914,435	49,292,536	71%
Special ED (fin 740)		1,747,855	13,955,922	13,955,922	12,208,067	87%
Federal		277,150	5,812,924	6,234,121	5,956,971	96%
Other		36,683	-	141,122	104,439	
Other Local		550,555	3,267,468	3,313,113	2,762,558	83%
Student Activities		-	1,419,021	1,419,021	1,419,021	100%
<hr/>						
Total Revenue	\$	23,234,142	\$ 112,411,983	\$ 113,071,762	\$ 89,837,620	79%
<hr/>						
<b>Expenditures</b>						
010-050 Administration	\$	860,388	\$ 5,430,487	\$ 5,442,487	\$ 4,582,099	84%
105-110 District Support Services		1,689,660	5,522,790	5,569,885	3,880,225	70%
200-298 Elem & Secondary Reg		4,076,363	44,450,886	44,682,083	40,605,720	91%
300-380 Vocational Education		131,102	1,656,336	1,656,336	1,525,234	92%
400-422 Special Education		2,261,048	24,295,216	24,572,555	22,311,507	91%
505-590 Community Education						
605-640 Instructional Support		453,569	4,392,611	4,444,746	3,991,177	90%
710-770 Pupil Support		1,187,592	7,950,242	7,986,925	6,799,333	85%
805-865 Sites and Buildings		2,060,913	13,434,269	13,539,734	11,478,821	85%
910-940 Fiscal & Other Fixed		196,392	3,363,554	3,363,554	3,167,162	94%
Student Activities		-	1,419,021	1,419,021	1,419,021	100%
<hr/>						
Total Expenditures	\$	12,917,027	\$ 111,915,412	\$ 112,677,326	\$ 99,760,299	89%
<hr/>						
Excess Rev Over (Under)	\$	10,317,115	\$ 496,571	\$ 394,436	\$ (9,922,679)	

		Percent of year			25.00%	
		General Fund Unrestricted				
		Sep-19				
		FY20	FY 20 Budget		Revised	
		Actual	Adopted	Revised	Budget	
					Balance	
					Percent	
					Budget	
					Remaining	
<b>Revenues</b>						
Levy	\$	-	\$ 13,865,066	\$ 13,865,066	\$ 13,865,066	100%
State aids		20,408,369	59,677,472	59,677,472	39,269,103	66%
Special ED (fin 740)		1,747,855	13,955,922	13,955,922	12,208,067	87%
Federal		-	-	-	-	
Other		36,683	-	141,122	104,439	
Other Local		442,232	2,430,255	2,430,255	1,988,023	82%
Student Activities		-	1,419,021	1,419,021	1,419,021	100%
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Total Revenue	\$	22,635,139	\$ 91,347,736	\$ 91,488,858	\$ 68,853,719	75%
<hr/>						
<b>Expenditures</b>						
010-050 Administration	\$	860,388	\$ 5,430,487	\$ 5,430,487	\$ 4,570,099	84%
105-110 District Support Services		1,689,660	5,382,790	5,382,790	3,693,130	69%
200-298 Elem & Secondary Reg		2,942,851	32,574,725	32,574,725	29,631,874	91%
300-380 Vocational Education		129,125	1,504,853	1,504,853	1,375,728	91%
400-422 Special Education		1,871,342	21,355,799	21,358,068	19,486,726	91%
505-590 Community Education						
605-640 Instructional Support		215,665	1,905,429	1,905,429	1,689,764	89%
710-770 Pupil Support		1,146,208	7,950,242	7,986,925	6,840,717	86%
805-865 Sites and Buildings		1,327,390	9,722,794	9,827,233	8,499,843	86%
910-940 Fiscal & Other Fixed		196,392	3,363,554	3,363,554	3,167,162	94%
Student Activities		-	1,419,021	1,419,021	1,419,021	100%
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Total Expenditures	\$	10,379,021	\$ 90,609,694	\$ 90,753,085	\$ 80,374,064	89%
<hr/>						
Excess Rev Over (Under)	\$	12,256,118	\$ 738,042	\$ 735,773	\$ (11,520,345)	

		Percent of year			25.00%
		General Fund Restricted			
		Sep-19			
	FY20	FY 20 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
<b>Revenues</b>					
Levy	\$ -	\$ 4,228,962	\$ 4,228,962	\$ 4,228,962	100%
State aids	213,530	10,185,148	10,236,963	10,023,433	98%
Special ED (fin 740)	-	-	-	-	
Federal	277,150	5,812,924	6,234,121	5,956,971	96%
Other	-	-	-	-	
Other Local	108,323	837,213	882,858	774,535	88%
Student Activities	-	-	-	-	
Total Revenue	\$ 599,003	\$ 21,064,247	\$ 21,582,904	\$ 20,983,901	97%
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ 12,000	\$ 12,000	
105-110 District Support Services	-	140,000	187,095	187,095	100%
200-298 Elem & Secondary Reg	1,133,512	11,876,161	12,107,358	10,973,846	91%
300-380 Vocational Education	1,977	151,483	151,483	149,506	99%
400-422 Special Education	389,706	2,939,417	3,214,487	2,824,781	88%
505-590 Community Education					
605-640 Instructional Support	237,904	2,487,182	2,539,317	2,301,413	91%
710-770 Pupil Support	41,384	-	-	(41,384)	
805-865 Sites and Buildings	733,523	3,711,475	3,712,501	2,978,978	80%
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities					
Total Expenditures	\$ 2,538,006	\$ 21,305,718	\$ 21,924,241	\$ 19,386,235	88%
Excess Rev Over (Under)	\$ (1,939,003)	\$ (241,471)	\$ (341,337)	\$ 1,597,666	

Percent of year **25.00%**

**Food Service Fund  
Sep-19**

	FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	593	232,000	232,000	231,407	100%
Special ED (fin 740)	-	-	-	-	
Federal	152,055	2,674,000	2,674,000	2,521,945	94%
Other	44,685	8,000	1,400,800	1,356,115	97%
Other Local	2,711		12,500	9,789	78%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 200,044</b>	<b>\$ 2,914,000</b>	<b>\$ 4,319,300</b>	<b>\$ 4,119,256</b>	<b>95%</b>
<b>Expenditures</b>					
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	302,178	4,315,142	4,319,642	4,017,464	93%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 302,178</b>	<b>\$ 4,315,142</b>	<b>\$ 4,319,642</b>	<b>\$ 4,017,464</b>	<b>93%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (102,134)</b>	<b>\$ (1,401,142)</b>	<b>\$ (342)</b>	<b>\$ 101,792</b>	

		Percent of year			25.00%	
		Community Service Fund				
		Sep-19				
		FY20	FY 20 Budget		Revised	
		Actual	Adopted	Revised	Budget	
					Percent	
					Budget	
					Remaining	
<b>Revenues</b>						
Levy	\$	-	\$ 967,904	\$ 967,904	\$ 967,904	100%
State aids		324,258	2,554,075	2,554,075	2,229,817	87%
Special ED (fin 740)		-	-	-	-	
Federal		491,288	2,048,958	2,048,958	1,557,670	76%
Other		-	-	-	-	
Other Local		539,221	1,992,063	1,992,063	1,452,842	73%
Student Activities		-	-	-	-	
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Total Revenue	\$	1,354,767	\$ 7,563,000	\$ 7,563,000	\$ 6,208,233	82%
<hr/>						
<b>Expenditures</b>						
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		929,350	7,789,371	7,789,371	6,860,021	88%
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		-	-	-	-	
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed		-	-	-	-	
Student Activities		-	-	-	-	
<hr/>						
Total Expenditures	\$	929,350	\$ 7,789,371	\$ 7,789,371	\$ 6,860,021	88%
<hr/>						
Excess Rev Over (Under)	\$	425,417	\$ (226,371)	\$ (226,371)	\$ (651,788)	

Percent of year 25.00%

**Capital Projects Fund  
Sep-19**

	FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	-	-	-	-	
Other Local	-	-	-	-	
Student Activities	-	-	-	-	
<hr/>					
Total Revenue	\$ -	\$ -	\$ -	\$ -	
<b>Expenditures</b>					
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	4,867	-	122,631	117,764	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<hr/>					
Total Expenditures	\$ 4,867	\$ -	\$ 122,631	\$ 117,764	
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Excess Rev Over (Under)	\$ (4,867)	\$ -	\$ (122,631)	\$ (117,764)	

		Percent of year			25.00%	
		Debt Service Fund				
		Sep-19				
		FY20	FY 20 Budget		Revised	
		Actual	Adopted	Revised	Budget	
					Balance	
					Percent	
					Budget	
					Remaining	
<b>Revenues</b>						
Levy	\$	-	\$ 19,509,440	\$ 19,509,440	\$ 19,509,440	100%
State aids		1,196,054	2,194,363	2,194,363	998,309	45%
Special ED (fin 740)		-	-	-	-	
Federal		-	-	-	-	
Other		-	-	-	-	
Other Local		-	10,000	10,000	10,000	100%
Student Activities		-	-	-	-	
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Total Revenue	\$	1,196,054	\$ 21,713,803	\$ 21,713,803	\$ 20,517,749	94%
<hr/>						
<b>Expenditures</b>						
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		2,302,579	20,744,824	20,744,824	18,442,245	89%
Student Activities		-	-	-	-	
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Total Expenditures	\$	2,302,579	\$ 20,744,824	\$ 20,744,824	\$ 18,442,245	89%
<hr/>						
Excess Rev Over (Under)	\$	(1,106,525)	\$ 968,979	\$ 968,979	\$ 2,075,504	

		Trust Fund Sep-19			Percent of year	25.00%
		FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
<b>Revenues</b>						
	Levy	\$ -	\$ -	\$ -	\$ -	
	State aids	-	-	-	-	
	Special ED (fin 740)	-	-	-	-	
	Federal	-	-	-	-	
	Other	-	-	-	-	
	Other Local	-	252,950	252,950	252,950	100%
	Student Activities	-	-	-	-	
<hr/>						
	Total Revenue	\$ -	\$ 252,950	\$ 252,950	\$ 252,950	100%
<hr/>						
<b>Expenditures</b>						
	010-050 Administration	\$ -	\$ -	\$ -	\$ -	
	105-110 District Support Services	-	-	-	-	
	200-298 Elem & Secondary Reg	-	250,000	250,000	250,000	100%
	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	-	-	-	-	
<hr/>						
	Total Expenditures	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	100%
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	Excess Rev Over (Under)	\$ -	\$ 2,950	\$ 2,950	\$ 2,950	

Percent of year 25.00%  
**Dental Internal Service Fund**  
**Sep-19**

	FY20	FY 20 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	309,632	878,400	878,400	568,768	65%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 309,632</b>	<b>\$ 878,400</b>	<b>\$ 878,400</b>	<b>\$ 568,768</b>	<b>65%</b>
<b>Expenditures</b>					
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	15,444	878,400	878,400	862,956	98%
Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 15,444</b>	<b>\$ 878,400</b>	<b>\$ 878,400</b>	<b>\$ 862,956</b>	<b>98%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 294,188</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (294,188)</b>	





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 09/30/2019**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
09/06/2019	V109781	AFSCME MN COUNCIL 5 EFT	415.22
09/06/2019	V106637	EBC - FLEX EFT	8,869.55
09/06/2019	V106636	EBC - TSA EFT	57,431.14
09/06/2019	V102915	FEDERAL 941 PR TAXES	515,249.98
09/06/2019	V107231	HARBOR POINTE CREDIT UNION	6,053.00
09/06/2019	V108066	MG TRUST	93,332.91
09/06/2019	V05173	MN CHILD SUPPORT EFT	1,348.84
09/06/2019	V108320	MN DEPT OF REVENUE EFT	686.47
09/06/2019	V102916	MN STATE PR TAXES	92,968.19
09/06/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	51,884.67
09/06/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	282,405.18
09/06/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,421,533.76
09/20/2019	V106637	EBC - FLEX EFT	9,785.73
09/20/2019	V106636	EBC - TSA EFT	58,220.97
09/20/2019	V102915	FEDERAL 941 PR TAXES	563,850.60
09/20/2019	V107231	HARBOR POINTE CREDIT UNION	6,306.00
09/20/2019	V108066	MG TRUST	132,749.28
09/20/2019	V05173	MN CHILD SUPPORT EFT	1,409.75
09/20/2019	V108320	MN DEPT OF REVENUE EFT	659.97
09/20/2019	V102916	MN STATE PR TAXES	100,011.54
09/20/2019	V79708	PUBLIC EMPLOYEES RETIREMENT	86,218.01
09/20/2019	V108783	TEACHERS RETIREMENT ASSOC EFT	282,365.87
09/20/2019	V79704	U S BANK - PY DIRECT DEPOSIT	1,629,323.00
09/27/2019	V06645	MEDICA HEALTH PLAN (EFT)	164,567.70
09/27/2019	V106638	PEIP - HLTH EFT	1,405,859.84
09/27/2019	V80030	DELTA DENTAL PLAN OF MN(EFT)	77,310.69
09/27/2019	V104923	HARRIS BANK	17,626.03
			7,068,443.89

**ISD 709 - Duluth Public Schools  
GF Investment Activity for FY20  
As of September 30, 2019**

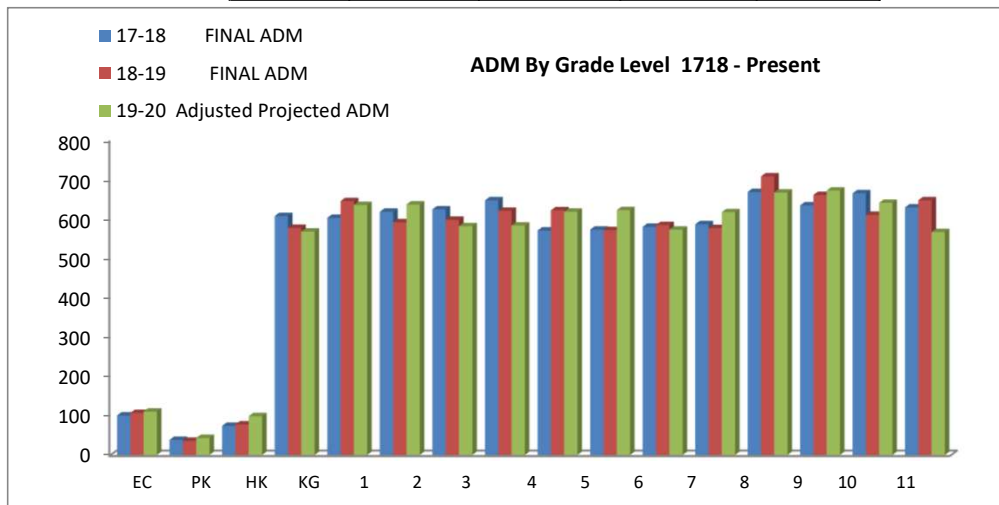
<b>Beginning Investment Balance (August 31, 2019)</b>					<b>\$ 11,710,393.20</b>
<b>Add Purchases:</b>					
<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
9/19/2019	Bank of India New York, NY	MBS	11/27/2019	1.80%	\$ 249,000.00
<b>Total Purchases</b>			<b>\$</b>	<b>249,000.00</b>	
<b>Deduct Maturities/Calls/Sales:</b>					
<u>Date</u>	<u>Issuer</u>	<u>Broker</u>	<u>Matures</u>	<u>Yield (YTM)</u>	
9/25/2019	MN Trust Term Series	MNT	9/25/2019	2.05%	\$ 10,000,000.00
<b>Total Maturities</b>			<b>\$</b>	<b>10,000,000.00</b>	
<b>Other items:</b>					
Add:	Money Market Funds Interest				\$ 92.13
	Beginning Value Adjustment				
	Other Interest/Cash Balance on Account (Reverse)				
Deduct:	Transaction Fees/Service Charge/Other				\$ (75.00)
	Market Value Adjustment-Adjust for Cost Basis				
	Other Interest/Cash Balance on Account (Reverse)				
<b>Total Other</b>			<b>\$</b>	<b>17.13</b>	
<b>Ending Investment Balance (September 30, 2019)</b>					<b>\$ 1,959,410.33</b>

**Note:** Ending Investment Balance as of September 30, 2018 was \$10,626,271.16

**Duluth Public Schools Projected Average Daily Membership (ADM) Report  
November 2019**

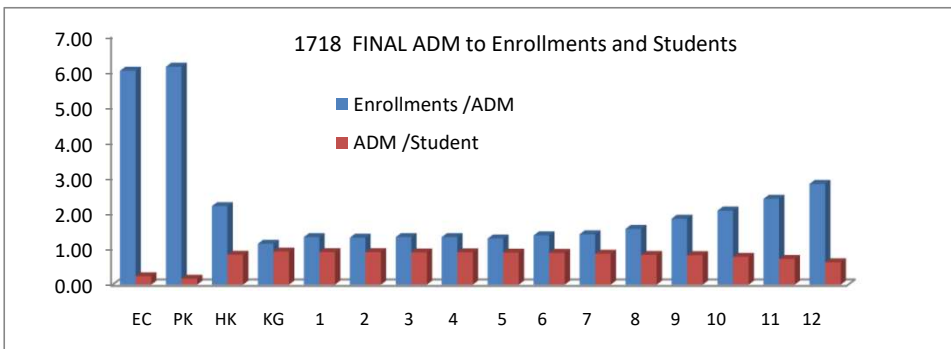
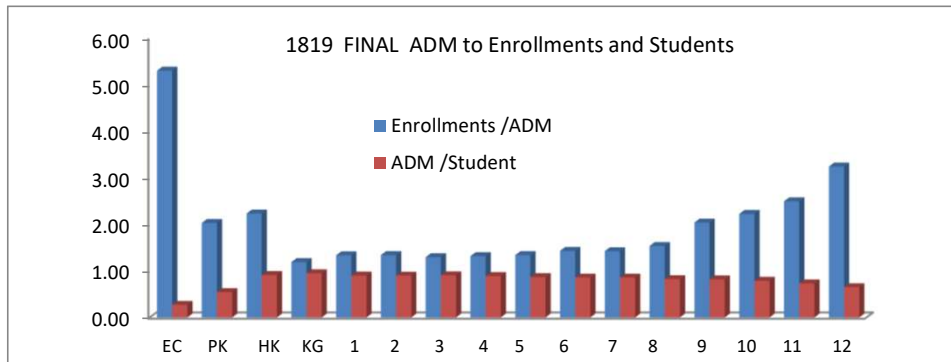
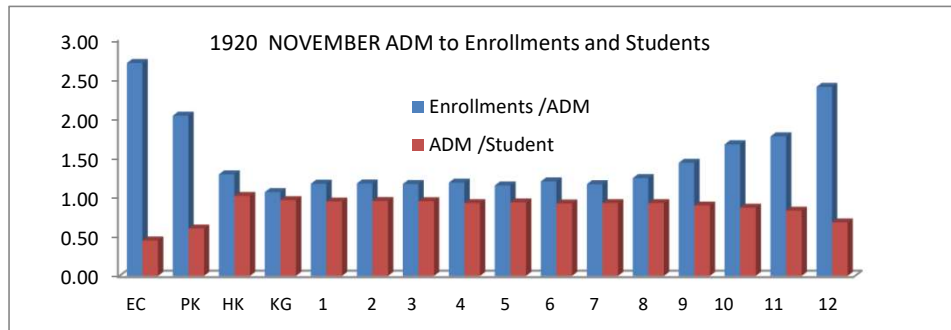
Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	298	245	227	110.27	50.00	2.70	0.45
PK	88	72	65	43.26	47.12	2.03	0.60
HK	127	97	94.27	98.52	70.00	1.29	1.02
KG	604	590	574	567.62	554.00	1.06	0.96
1	743	673	641.6	635.03	640.00	1.17	0.94
2	747	670	643	636.41	616.00	1.17	0.95
3	678	613	587.08	581.07	590.00	1.17	0.95
4	690	631	594.51	582.90	574.00	1.18	0.92
5	710	663	630.32	618.01	608.00	1.15	0.93
6	746	676	634.22	621.84	592.00	1.20	0.92
7	676	628	599.08	580.40	585.00	1.16	0.92
8	776	677	644.94	624.83	588.00	1.24	0.92
9	969	756	721.75	674.79	670.00	1.44	0.89
10	1136	785	727.1	679.79	703.00	1.67	0.87
11	1162	791	701.35	655.72	632.00	1.77	0.83
12	1468	902	654.3	611.73	597.00	2.40	0.68
<b>Total:</b>	<b>11618</b>	<b>9469</b>	<b>8739.52</b>	<b>8322.20</b>	<b>8116.12</b>	<b>1.40</b>	<b>0.92</b>

GRADE	17-18 FINAL ADM	18-19 FINAL ADM	19-20 Adjusted Projected ADM	Expected Attrition
EC	100.31	106.79	110.27	
PK	38.4	35.96	43.26	
HK	74.02	77.53	98.52	
KG	607.06	576.74	567.62	
1	602.43	644.98	635.03	
2	617.88	591.03	636.41	
3	624.05	597.55	581.07	
4	646.85	620.48	582.90	
5	570.25	621.52	618.01	
6	572.48	571.29	621.84	
7	579.71	584.07	572.40	-8.00
8	586.18	576.28	616.83	-8.00
9	668.14	707.65	666.79	-8.00
10	634.02	660.55	671.79	-8.00
11	664.72	609.9	640.52	-15.20
12	628.87	647.15	566.13	-45.60
<b>Total:</b>	<b>8215.37</b>	<b>8229.47</b>	<b>8229.40</b>	<b>-92.80</b>



**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)  
November 2019**

Grade	Total Number of	Unique Student	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	298	245	227	110.27	50.00	2.70	0.45
PK	88	72	65	43.26	47.12	2.03	0.60
HK	127	97	94.27	98.52	70.00	1.29	1.02
KG	604	590	574	567.62	554.00	1.06	0.96
1	743	673	641.6	635.03	640.00	1.17	0.94
2	747	670	643	636.41	616.00	1.17	0.95
3	678	613	587.08	581.07	590.00	1.17	0.95
4	690	631	594.51	582.90	574.00	1.18	0.92
5	710	663	630.32	618.01	608.00	1.15	0.93
6	746	676	634.22	621.84	592.00	1.20	0.92
7	676	628	599.08	572.40	585.00	1.16	0.92
8	776	677	644.94	616.83	588.00	1.24	0.92
9	969	756	721.75	666.79	670.00	1.44	0.89
10	1136	785	727.1	671.79	703.00	1.67	0.87
11	1162	791	701.35	640.52	632.00	1.77	0.83
12	1468	902	654.3	566.13	597.00	2.40	0.68
<b>TOT or AVG</b>	<b>11618</b>	<b>9469</b>	<b>8739.52</b>	<b>8229.40</b>	<b>8116.12</b>	<b>1.40</b>	<b>0.92</b>



**Fundraisers – October 2019**

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Denfeld	Drama Department	\$2,000.00	Selling gift cards
Lincoln Park	Art Club	\$200.00	Percentage of sales on 11/6/19 at Qdoba
Lincoln Park	Music Dept	\$2,000.00	Coffee Sales
Ordean-East	Media Center	\$2,000.00	Scholastic Book fair
East	Boys Swim Team	\$2,000.00	Grocery bagging at Kenwood Super One
East	Boys Hockey	\$1,000.00	Grocery bagging at Super One
East	Boys Hockey	\$5,000.00	Wreath Sales
East	Boys Hockey	\$5/card	Gift card sales
East	Boys Hockey	\$5,000.00	Program ads

**2. H. Education Finance: State Special Education Revenue - Part II**

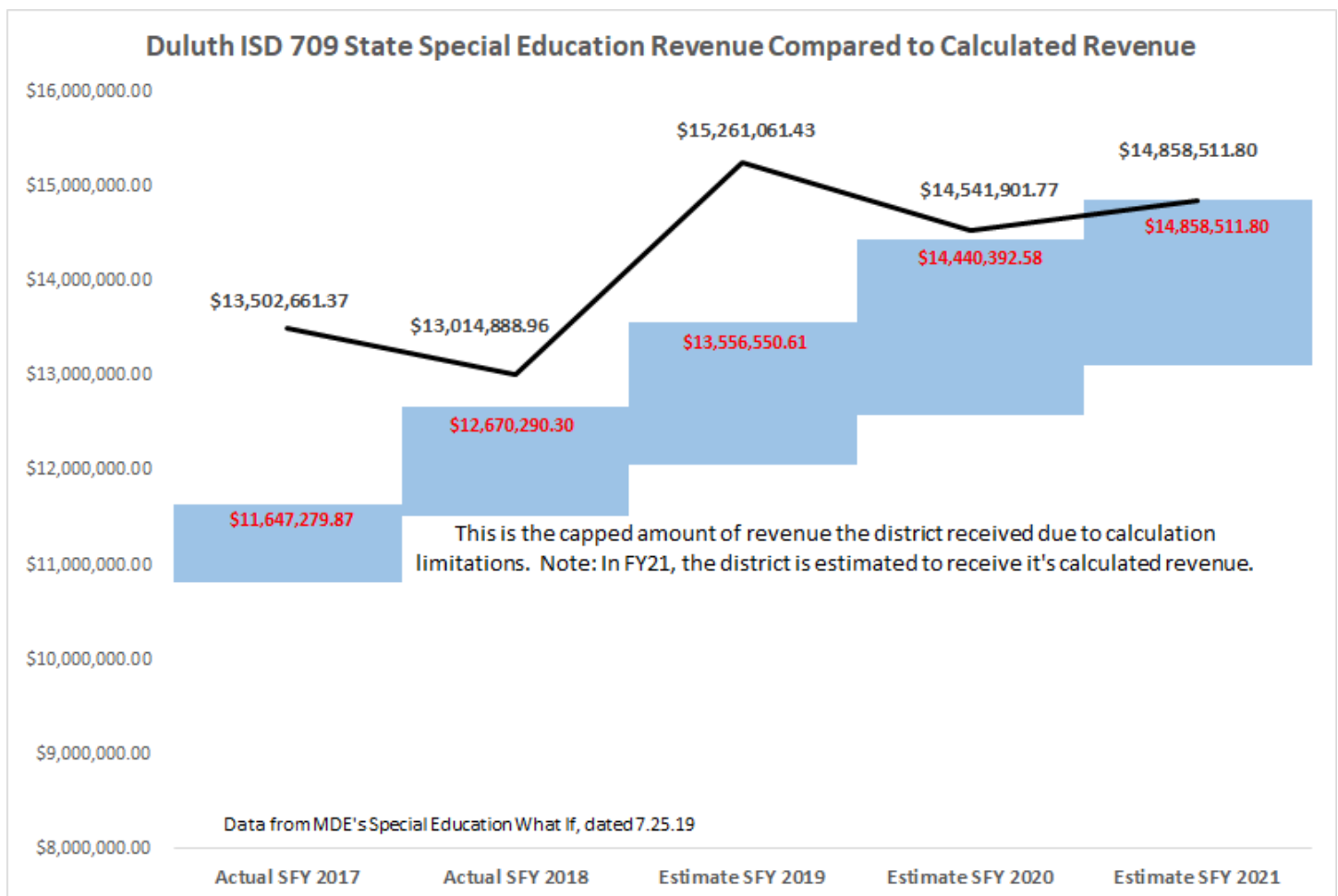
Review from last Business Committee.

State special education revenue calculations changed starting in Fiscal Year 2016 (FY16). And FY16 became the base year for state special education revenue going forward.

From the baseline, components were created to establish a “ceiling”, which provided a range for state special education revenue. Calculation components included: Adjusted Average Daily Membership (ADJ ADM), Adjusted ADM Served, a growth factor for the base, an amount per ADM Served.

Initial state special education revenue is calculated, based on expenses. That initial calculation is then compared against the “revenue range” to determine final state special education revenue.

The Legislature has made a change, starting in FY21, to eliminate the “ceiling” in the calculation and provides a second calculation for the “base”. What is unknown is if there will be a pro-ration of eligible state special education revenue due to a legislative cap of total revenue paid out statewide.



## 511 STUDENT FUNDRAISING

### I. PURPOSE

The purpose of this policy is to address student fundraising efforts by students and employees of the Duluth Public Schools.

### II. GENERAL STATEMENT OF POLICY

The school board recognizes a desire and a need ~~by some student organizations~~ for fundraising. The school board also recognizes a need for some constraint to prevent fundraising activities from becoming too numerous and overly demanding on employees, students, and the general public. All fundraising activities must be approved by the School Board before they begin.

### III. DEFINITION

A. Fundraising examples include, but are not limited to, grocery bagging for tips, gift and discount card sales, book fairs, food sales, plant sales, Box Tops for Education, and crowdfunding activities. Any activity for the purpose of raising funds for a club, team, or school is considered a fundraiser.

### III. RESPONSIBILITY

- A. The building administrators shall be responsible for developing recommendations to the superintendent that will result in a level of activity deemed acceptable by employees, parents, and students. Fundraising must be conducted in a manner that will not result in embarrassment on the part of individual students, employees, or the school.
- B. All fundraising activities must be approved, in advance, by the administration. Participation in nonapproved activities shall be considered a violation of school district policy.
- C. The superintendent shall be responsible for providing coordination of student fundraising throughout the school district as deemed appropriate.
- D. The school district expects all students who participate in approved fundraising activities to represent the school, the student organization, and the community in a responsible manner. All rules pertaining to student conduct and student discipline extend to student fundraising activities.
- E. The school district expects all employees who plan, supervise, coordinate, or participate in student fundraising activities to act in the best interests of the students and to represent the school, the student organization, and the community in a responsible manner.
- F. The building administrators shall be responsible for complying with the District's Wellness Policy (Policy 533).

#### IV. **ANNUAL MONTHLY REPORT**

***The superintendent All fundraisers*** shall ***be reported*** to the school board, ***at least annually, on a monthly basis and will describe on*** the nature and scope of student fundraising activities approved pursuant to this policy.

**Legal References:** Minn. Stat. § 120A.20 (Age Limitations; Pupils)  
 Minn. Stat. § 123B.09, Subd. 8 (Duties)  
 Minn. Stat. § 123B.36 (Authorized Fees)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 713 (Student Activity Accounting)

**Other References: 2019 UFARS Chapter 14 Student Activity Accounting**

New Policy  
 Replacing: 1050  
 First Reading: 11-19-2019  
 Adopted:

**~~1050 — FUND RAISING BY STUDENTS~~**

~~Although permitted, fund-raising activities are to be kept to a minimum such that unreasonable time is not spent by students, staff, and parents in conducting the fund-raising. The School Board would prefer a policy of no fund-raising by students and staff, but recognizes that schools identify needs and desires beyond the funding ability of the School District's General Fund. Any fund-raising campaign in a school must be approved by the principal with a subsequent report to the Superintendent.~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

## 203.2 - ORDER OF THE REGULAR SCHOOL BOARD MEETING BYLAW

### I. PURPOSE

The purpose of this Bylaw is to ensure consistency in the order of business at regular school board meetings.

### II. GENERAL STATEMENT OF BYLAW

It is the policy of the school board to consider matters that come before it in a consistent and orderly manner.

### III. ORDER

A. The school board shall conduct an orderly school board meeting. The school board will, at all regular school board meetings, follow an agenda order as follows:

1. Roll Call
2. Pledge of Allegiance
3. Approval of the Agenda
- ~~4. Reading and Approving Minutes~~ (Move to Consent Agenda)
- ~~5. 4.~~ School and Community Recognition
- ~~6. 5.~~ Audience
- ~~7. Reading Communications, Petitions, Etc.~~ (Move to Consent Agenda)
- ~~6.~~ Report of the Superintendent
- ~~7.~~ Report of Standing Committees:
  - a. Education Committee
  - b. Human Resources Committee
  - c. Business Committee
- ~~8.~~ **Approval of Consent Agenda**
- ~~10. 9.~~ Special Resolutions
- ~~11. 10.~~ Questions/Other
- ~~12. 11.~~ Adjournment

- B. Items in this order may be considered as part of a consent agenda.
- C. The school board may depart from the order of business with the consent of the majority of members present.
- D. Any question of order arising, not provided for in these Bylaws, shall be decided according to parliamentary rules for the government of deliberative bodies, as defined by Robert's Rules of Order, Newly Revised.

**Legal References:** Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)

**Cross References:** MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)  
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)  
MSBA/MASA Model Policy 203.6 (Consent Agendas)

Replacing: Policy 9095  
First Reading: 01-19-2016  
Adopted: 02-23-2016 ISD709  
Updated: 02-27-2018

# AGREEMENT

Revised 3/3/15

27

**THIS AGREEMENT**, made and entered into this 19th day of November, 2019, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and, **Upper Lakes Foods, 801 Industry Avenue, Cloquet, MN 55720** 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. This Agreement shall be deemed to be effective as of November 19, 2019, and shall remain in effect until June 30, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. As approved by the School Board November 19, 2019.
2. **Value.** The contract has an estimated purchase price value of \$35,000 per week when school is in full session. All products shall meet local and state regulations and be nutritious, tasteful and visually appealing. ISD 709 will determine what products are selected from the available list provided by Upper Lakes Foods. Substitutions will only be allowed with prior approval by ISD 709.
3. **Pricing.** Prices will be per case with a net cost plus a distributor markup of \$1.09 per case.
4. **Delivery.** Deliveries will be made directly to approximately (15) fifteen locations.
5. **Insurance.** Upper Lakes Foods shall maintain General Liability Insurance, Worker Compensation and Automobile Liability Insurance per the attached "Supplemental Conditions and Insurance Requirements for Independent Contractors." ISD 709 shall be named as additional insured.
6. **Reimbursement.** 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.
7. **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.

8. **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.
9. **Ownership of Materials.** ISD 709 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.
10. **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.

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.

11. **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.

12. **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 Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> 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: Upper Lakes Foods, 801 Industry Avenue, Cloquet, MN 55720.
13. **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.

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

15. **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.

16. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. 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 bidding requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

17. **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.

18. **Cancellation.** The contract may be terminated by either party upon sixty (60) days written notice. In the event of termination, the vendor shall be entitled to payment for satisfactorily performed services until the date of termination.

19. **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.

20. **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>
Cathy Erickson	CFO/ Executive Director of Business Services

21. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 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 ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **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 ISD 709 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 ISD 709, 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 ISD 709.

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 ISD 709 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

CONTRACTOR

\_\_\_\_\_  
Signature

**Rosalie Loeffler-Kemp**  
Chair, Board of Education

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name – Please Print

\_\_\_\_\_  
Title – Please Print

\_\_\_\_\_  
Signature

**Alanna Oswald**  
Clerk of the Board

\_\_\_\_\_  
Taxpayer Identification Number

or Designee \_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH PUBLIC SCHOOLS  
215 NORTH FIRST AVENUE EAST, DULUTH, MINNESOTA 55802  
**SUPPLEMENTARY CONDITIONS & INSURANCE REQUIREMENTS  
FOR INDEPENDENT CONTRACTORS**

**A) GENERAL LIABILITY INSURANCE:**

The Contractors shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Minnesota such insurance, in an occurrence form, as will protect the Contractor from claims set forth below which may rise out or result from the Contractor's operation under the contract and for which a Contractor may be legally liable whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

Claims for damages because of bodily injury, sickness, disease, or death of any person other than the Contractor's employees.

Claims for damages insured by usual Comprehensive General Liability coverage, including but not limited to personal injury and bodily injury coverages, which are sustained (1) by a person as a result of any offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.

Claims for damage other than to the work itself because of injury to or to destruction of tangible property including loss of use resulting there from.

Claims involving contractual liability insurance applicable to the Contractors obligations under the terms of the specific contract between the Contractor and ISD 709.

Such insurance shall be subject to "I.S.O. Comprehensive General Liability Form" or equivalent.

This insurance shall be written in an occurrence form and for limits not less than the following stated limits, or such other amounts established as the maximum liability of this Independent School District pursuant to Minnesota Statutes § 466.04 as that Statute provides on the date of this Contract, whichever is greater:

COMBINED SINGLE LIMIT OF PRODUCTS AND COMPLETED OPERATIONS LIABILITY	\$1,500,000 PER OCCURRENCE \$1,500,000 PER OCCURRENCE
---	--

Coverage limits shall be doubled when the claim arises out of the release or threatened release of a hazardous substances as required by Minnesota Statutes § 466.04.

Coverage shall be maintained without interruption from day of commencement of the work until date of final payment and termination of any coverage required to maintain after final payment.

Prior to the commencement of work the Contractor shall provide ISD 709 with a certificate of the above described General Liability Insurance,  naming ISD 709 as "Additional Insured" . This certificate shall provide thirty (30) days written notice to ISD 709 of any change or cancellation prior to expiration.

**B) WORKERS COMPENSATION:**

The contractor shall maintain Workers Compensation Insurance in accordance with Minnesota Statutes.

Evidence of this insurance shall be submitted to ISD 709 in the form of a certificate. This certificate shall provide thirty (30) days written notice to ISD 709 should the policy be modified or canceled before the expiration date.

**C) AUTOMOBILE LIABILITY INSURANCE:**

When the Contractor will use motor vehicles during the course of completing the work covered by this contract the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Minnesota, Automobile Liability Insurance, including Personal Injury Protection and Uninsured and Underinsured Motorist Liability, at limits not less than as outlined below:

COMBINED SINGLE LIMIT	\$600,000 PER ACCIDENT
AND	
PERSONAL INJURY PROTECTION	STATUTORY
AND	
UNINSURED AND UNDERINSURED MOTORIST COMBINED SINGLE LIMIT	\$600,000 PER ACCIDENT

The Contractor shall provide ISD 709 with a certificate of the above described Automobile Liability Insurance prior to the commencement of the work. This certificate shall provide thirty (30) days written notice to ISD 709 of any change or cancellation prior to expiration.

**D) PROPERTY INSURANCE:**

Unless otherwise provided in the specifications, the Contractor shall maintain Property Insurance (builders risk completed value) in the amount of the contract sum as well as subsequent modifications there-to for the entire period of the contract on a replacement cost basis. Such insurance shall be on an all risk basis including theft and shall protect the interest of ISD 709, the Contractor and Subcontractors and shall name ISD 709 as an additional insured.

## AGREEMENT FOR THE PROVISION OF SPORTS MEDICINE SERVICES

This Sports Medicine Services Agreement (“Agreement”) is entered into as of **August 15, 2019** (“Effective Date”), by and between **St. Mary’s Duluth Clinic Health System, dba Essentia Health East**, on its own behalf and on behalf of its affiliates, including The Duluth Clinic, Ltd. (referred to individually and collectively as “**Essentia**”), and **Independent School District #709, also known as Duluth Public Schools (“DPS”)**.

### RECITALS

- A. Essentia is a Minnesota nonprofit corporation whose purposes include advancement of healthcare in the region that it serves.
- B. DPS is a Minnesota independent school district which desires to provide professional sports medicine services to its student athletes.
- C. DPS wishes to obtain from Essentia, and Essentia wishes to provide, sports medicine services to be provided by one or more Essentia-employed health care professionals as set forth in this Agreement.

### AGREEMENT

1. **Professional Services.** Essentia-employed physicians and certified athletic trainers or registered physical therapists with a sports medicine interest (“Professionals”) will provide the services described in Exhibit A (“Services”). Prior to the commencement of this Agreement, Essentia will provide DPS with the name(s) of the Professionals who will provide Services under this Agreement, and will notify DPS of any change. Essentia will ensure that Professionals perform the Services in compliance with applicable statutes, regulations, and standards of federal, state and other governmental and regulatory bodies having jurisdiction over the Professionals.
2. **Schedule.** The scheduling of time spent by Professionals in the provision of Services shall be mutually agreed upon by Essentia and DPS; the parties anticipate the schedule and amounts to be approximately as described on the attached Exhibit A, and time spent providing Services may be unevenly divided among the months. If the parties are unable to agree on the scheduling and/or the amount of Services, either party may terminate this agreement as set forth in subsection 12.b.
3. **Space, Equipment, Staff Services and Supplies.** Essentia shall provide athletic training supplies up to \$1000 in value per year per DPS high school. DPS shall make available to Professionals all such other space, equipment, staff services and supplies as may be necessary for Professionals to provide the Services hereunder.
4. **Further Obligations of DPS.** DPS agrees to the obligations set forth in Exhibit B.
5. **Compensation.** The parties agree that Essentia shall provide Services at no charge to DPS. Essentia is willing to provide Services as a community benefit as part of its mission to improve the health of the residents of the communities it serves.

## 6. Relationships.

- a. Relationship between Essentia and DPS. The parties to this Agreement are always performing as independent contractors. Nothing in this Agreement shall constitute or be construed as the creation of an employment relationship, partnership, or joint venture between DPS and Essentia and/or Professionals, or any of their agents or employees. Neither Essentia nor any of its agents or employees is to be considered an agent or employee of DPS for any purpose. Essentia and DPS shall each be solely responsible for acts and omissions of itself, its employees and its agents.
- b. Relationship to DPS Students. This Agreement does not create an express or implied contract to provide care to DPS students beyond that which is set forth herein. Further, Essentia's commitment to provide Services hereunder does not obligate DPS student athletes to utilize such Services.

Persons who receive Services are being served as students of DPS and not as patients of Essentia. Essentia and Professionals have no clinical obligation to these students beyond the provision of Services, except to the extent that Professionals may be reasonably expected to respond to an emergent situation which is identified through or which results from the provision of Services. It is each student's responsibility to obtain any medical care that may be necessary/appropriate and which is outside the scope of this Agreement, and it is the student's prerogative to choose the provider from whom or from which such medical care (if any) is obtained.

- c. Non-Exclusive Relationship. Essentia or any of its affiliates may enter into agreements with any other party for the same or similar services.

7. **Record Retention.** Essentia shall not retain any medical documentation related to Professionals' provision of Services hereunder. Information related to the provision of Services will be provided to DPS for maintenance in its student medical records. DPS assumes all responsibility for ensuring that any such information obtained from Essentia is maintained in a manner that complies with applicable federal and state laws and regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA).
8. **Insurance.** Each party shall, at its expense, carry liability and professional liability insurance or provide self-insurance covering its acts and omissions under this Agreement, with limits of at least \$1 million per claim and \$1.5 million aggregate.
9. **Compliance.** Both parties shall comply with applicable state and federal laws and regulations including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder ("HIPAA"), laws and rules governing the provision of health care and payment therefor, the Occupational Safety and Health Administration regulations, and legal standards relating to the interaction of personnel in the workplace.
10. **Confidentiality.** Both parties shall maintain the confidentiality of student and medical information, in accordance with applicable state and federal laws, rules and regulations. All documentation and records relating to Professionals' provision of Services hereunder shall be and remain the sole property of DPS, subject to the student's rights in such documentation and records. As a result of Essentia's provision of Services, the parties may have access to or become acquainted with confidential information relating to each other's business operations. Both parties, on their own behalf and on behalf of their employees,

acknowledge the importance to the other party of maintaining the confidentiality of such information and agree never to use or disclose such information except as necessary to carry out their obligations under this Agreement. Upon termination of this Agreement, both parties agree to return to each other all copies of data, records or other tangible documents which contain, embody or disclose, in whole or in part, any confidential patient information or any general confidential information. The provisions of this section 10 shall survive the termination of this Agreement.

For purposes of this section 10, “confidential information” shall not include: (a) information generally known to the public; (b) information which becomes known to the public through no action of either Essentia or DPS; or (c) information for which the disclosure has been consented to by each of the parties.

**11. Indemnification.** The parties are each responsible for their own acts or omissions, and are not liable for the acts or omissions of, or the costs of defending, others. Nothing in this section shall preclude a finding of liability on the part of either party based on the doctrines of equitable indemnity, comparative negligence, contribution, or other statutory or common law basis for liability.

**12. Term and Termination.** Unless sooner terminated as provided for herein, this Agreement shall remain in effect for five (5) years, expiring on **August 14, 2024** and shall not automatically renew. This Agreement may be terminated as follows:

- a. Mutual Written Agreement. This Agreement may terminate at any time upon written agreement of the parties.
- b. For Cause. Either party may terminate this Agreement with cause upon default by the other party under any material term of this Agreement and failure of the defaulting party to cure such default within sixty (60) days after receipt of written notice specifying the precise nature of such default. Upon failure to cure such default, this Agreement shall terminate upon written notice. For purposes of this subsection 12.b, “for cause” shall include, but not be limited to, failure by DPS to follow the advice of Professionals regarding the health and safety of student athletes.
- c. Change in Law. In the event there are changes or clarifications to any applicable laws, rules or regulations that affect, in the opinion of either party’s legal counsel, any legal right of any party to this Agreement, the affected party may notify the other party. Upon such notice, the parties shall engage in good faith negotiations regarding any appropriate modifications to this Agreement. If the parties are unable to agree to modifications, either party may terminate this Agreement by providing at least sixty (60) days’ notice to the other party.
- d. Jeopardy; Immediate Termination. Essentia may terminate this Agreement immediately with no penalty if, in its sole determination and discretion, the Agreement places Essentia or any of its affiliates at risk of adverse action by any state or federal governmental agency or accrediting body, including, but not limited to licensing and non-profit or tax-exempt status.
- e. Unilateral Termination by Either Party. The parties have contemporaneously entered into a coterminous sponsorship agreement. In the event the sponsorship agreement terminates for any reason, either party may terminate this Agreement with thirty (30) days’ written notice to the other party.

**13. Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, by certified mail or via recognized overnight courier service, to the other party at its address set forth below, or to such other address as such party may designate by notice pursuant to this section. Notice shall be effective when received if delivered by hand, or on the date shown on the return receipt, if by certified mail or courier service.

If to Essentia	With a copy to:
St. Mary's Duluth Clinic Health System	Essentia Health
Attn: SVP, Operations	Office of General Counsel
520 East Second Street	502 E. Second Street
Duluth, MN 55805	Duluth, MN 55805

If to DPS	
Independent School District #709	
Attn: Superintendent	
215 North First Avenue East	
Duluth, MN 55802	

**14. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflict of laws principles thereof.

**15. Force Majeure.** Each party shall be excused from performance of its obligations under this Agreement to the extent such performance is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes, unanticipated Professional illness or other temporary Professional unavailability, war, act of terrorism or other violence, or any law, order, proclamation, regulation or ordinance, or demand or requirement of any government agency. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference, provided, however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

**15. Miscellaneous.** Neither party may assign this Agreement without the prior written consent of the other. The parties agree to amend this Agreement as necessary to comply with any changes in applicable laws and regulations. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof. **Specifically, this Agreement supersedes that certain Sports Medicine Services Agreement between DPS and St. Mary's Duluth Clinic Health System, effective August 1, 2016, which the parties mutually agree terminates contemporaneously with the Effective Date of this Agreement.** It may be executed in any number of counterparts, each of which will be deemed to be the original. No amendment to this Agreement or any exhibit shall be effective unless in writing and signed by both parties. The waiver by either party of a breach of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, that provision shall be fully severable. The remaining provisions shall remain in effect, and this

Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been a part of this Agreement.

**St. Mary's Duluth Clinic Health System**

**Independent School District #709**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A SERVICES

Through its available Professionals Essentia shall:

- provide professional sports medicine services to DPS with the objective of enabling high school student athletes to play to their full potential;
- provide a qualified Professional to serve as strength and conditioning coach at each DPS high school, up to 90 minutes per day, Monday through Thursday, during each school year;
- assign a physician who shall supervise and may provide backup coverage for the Essentia-assigned certified athletic trainer(s).
- provide DPS with protocols and practices regarding the assessment and treatment of student athletes;
- coordinate sports medicine services provided by Essentia and/or by other health care providers and/or by DPS personnel;
- direct student athletes to DPS on-campus medical facilities for treatment of injuries when in the opinion of Professional(s), it is medically appropriate to do so;
- assign to DPS one or more Professional(s) who are certified athletic trainers to provide services including, but not necessarily limited to the following services, all of which shall be provided in accordance with established protocols and under the medical supervision of the team physician:
  - provide on-duty coverage at the training room, such coverage is estimated to be 2:30 p.m. to 10 p.m. during regular school days, not to include holidays or Sundays, and is further subject to practices and events;
  - provide event coverage for home events for contact/collision sports and provide event coverage for all other sports for home events if mutually agreed to in advance by the parties (coverage would not include Sundays); travelling and providing coverage for “away” varsity events will be based upon DPS need and subject to availability of Essentia staff, and will be as mutually agreed to by the parties on a case-by-case basis
  - provide routine/daily training services such as preventive care, assessment and treatment of injuries, rehabilitation of injuries, and assessment of readiness for sports participation;
  - keep an inventory of and arrange for procurement of needed trainer’s equipment and supplies;
  - act as the primary liaison between student athletes, coaching staff and other health care providers in matters pertaining to evaluation and treatment of sports-related injuries and other health problems;
  - carry out on-site evaluation and immediate care of injuries/health problems; “evaluation” typically includes an assessment of the student athlete’s readiness to continue or resume practice or play;
  - recommend to students any further evaluation and care that may be required but is beyond the scope of Services provided by Essentia hereunder;
  - carry out preventive and rehabilitative care under the direction of the team physician or a registered physical therapist (RPT) who has established a rehabilitative plan of care;
  - report to the coaching staff on a regular basis regarding each student athlete’s readiness to play;
  - report information to coaching staff that is specific to any student athlete who is being evaluated or treated for any injury or health problem;

- communicate with the team physician on a regular basis regarding student athletes' readiness to play and the status of all students being evaluated or treated for any injury or health problem; and
- provide such additional services based upon need and availability as mutually agreed to by the parties.

**EXHIBIT B**  
**OBLIGATIONS OF DPS**

- ensure that health history and consent for participation/treatment forms are obtained for each student athlete prior to and as a condition of participation in DPS sports programs;
- provide Essentia with input regarding the selection of Professionals;
- provide Essentia with feedback regarding Professionals' performance of Services hereunder;
- recognize the responsibility and authority of Professionals to direct the care of injured student athletes and to determine the type(s) of treatment required;
- recognize the responsibility and authority of Professionals to make final determinations regarding each student athlete's ability to safely participate in practices and athletic events;
- ensure that coaching staff members respect Professionals' assessments of student athletes' readiness to safely participate in practices and athletic events;
- provide a means for DPS coaches to communicate with Professionals during all practices and athletic events;
- appoint a liaison to work with Professionals as may be required for Professionals to provide Services hereunder;
- work cooperatively with Essentia to determine at which events Professionals must provide on-site Services; and
- maintain student records relating to Professionals' provision Services hereunder, and to release such records only as may be permitted by applicable laws and regulations; and
- ensure DPS coaches aware of the Services being provided by Essentia.

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) is entered into as of **August 15, 2019** (“Effective Date”), by and between **St. Mary’s Duluth Clinic Health System, dba Essentia Health East**, on its own behalf and on behalf of its affiliates, including The Duluth Clinic, Ltd. (referred to individually and collectively as “Essentia”), and **Independent School District #709, also known as Duluth Public Schools (“DPS”)**.

### RECITALS

- A. Essentia is a Minnesota nonprofit corporation whose purposes include advancement of healthcare in the region that it serves.
- B. DPS is a Minnesota independent school district. To further its purpose, DPS conducts high school athletic training and athletic events attended by the public (“Athletic Program”).
- C. The parties enter into this Agreement to set forth and define the terms of Essentia’s exclusive sponsorship (as defined below) of the Athletic Program in exchange for certain contributions to DPS. Accordingly, Essentia and DPS agree as follows

### AGREEMENT

1. **Sponsorship.** During the term of this Agreement, DPS agrees to identify and acknowledge Essentia as an exclusive sponsor (as defined below) of the Athletic Program by displaying Essentia’s logo and other agreed-upon identifying information, and performing other obligations, as described in Exhibit A. Essentia shall be permitted to use DPS’s name, acronym and logo for the sole purpose of promoting Essentia’s sponsorship of the Athletic Program.
2. **Exclusivity.** In addition to its sponsorship obligations hereunder, without the prior written approval of Essentia DPS agrees not to offer, grant, or sell the right to name any portion or subordinate portion of a DPS facility, including but not limited to high schools, sports centers, and stadiums, or to place any permanent or temporary signs about a DPS facility to any third party: i) whose primary business falls within the category of providing healthcare services, or ii) who otherwise could be reasonably identified by Essentia or the public to be a direct competitor of Essentia in the provision of healthcare services. Essentia or any of its affiliates may enter into agreements with any other party for the same or similar services.
3. **Sponsorship Contribution.** In consideration for the right to sponsor the Athletic Program as described herein, Essentia agrees to make a cash contribution to DPS of \$325,000.00 payable as follows:
  - within thirty days of the date this Agreement is fully executed, \$100,000 to purchase new weight room equipment at Denfeld High School and East High School
  - within thirty days of the first, second, third, and fourth anniversary dates, \$56,250 to be distributed in equal parts to Denfeld High School and East High School to improve the Athletic Program and support services associated with student wellness

#### 4. License of Intellectual Property.

- a. DPS. DPS is the sole owner of all right, title, and interest to all DPS information, including DPS's logo, trademarks, trade names, and copyrighted information, unless otherwise provided. DPS hereby grants to Essentia a limited, non-exclusive license to use certain of DPS's intellectual property, including DPS's name, acronym, and logo (collectively, the "DPS Property"), solely in connection with promotion of Essentia's sponsorship of the Athletic Program. Essentia agrees that it shall not use DPS's Property in a manner that states or implies that DPS endorses Essentia (or Essentia's products or services). It is understood that DPS retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld.
- b. Essentia. Essentia is the sole owner of all right, title, and interest to all Essentia information, including Essentia logos, trademarks, trade names, and copyrighted information, unless otherwise provided. Essentia hereby grants to DPS a limited, non-exclusive license to use certain of Essentia's intellectual property, including names, trademarks, and copyrights (collectively, "Essentia Property"), solely to identify Essentia as a sponsor of the Athletic Program. It is understood that Essentia retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld. Essentia represents and warrants that it has not previously disposed of any of the rights herein granted to DPS nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to DPS; and that the Essentia Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party.
- c. Upon termination or expiration of this Agreement, all rights and privileges for use of the other party's Property shall expire, and each party shall discontinue the use of such other party's Property.

**5. Relationship of the Parties.** The parties to this Agreement are always performing as independent contractors. Nothing in this Agreement shall constitute or be construed as the creation of an employment relationship, partnership, or joint venture between DPS and Essentia, or any of their agents or employees. Essentia and DPS shall each be solely responsible for acts and omissions of itself, its employees and its agents.

**6. Term and Termination.** Unless sooner terminated as provided for herein, this Agreement shall remain in effect for five (5) years, expiring on **August 14, 2024** and shall not automatically renew. This Agreement may be terminated as follows:

- a. Mutual Written Agreement. This Agreement may terminate at any time upon written agreement of the parties.
- b. For Cause. Either party may terminate this Agreement with cause upon default by the other party under any material term of this Agreement and failure of the defaulting party to cure such default within sixty (60) days after receipt of written notice specifying the precise nature of such default. Upon failure to cure such default, this Agreement shall terminate upon written notice.

- c. Change in Law. In the event there are changes or clarifications to any applicable laws, rules or regulations that affect, in the opinion of either party's legal counsel, any legal right of any party to this Agreement, the affected party may notify the other party. Upon such notice, the parties shall engage in good faith negotiations regarding any appropriate modifications to this Agreement. If the parties are unable to agree to modifications, either party may terminate this Agreement by providing at least sixty (60) days' notice to the other party.
- d. Jeopardy; Immediate Termination. Essentia may terminate this Agreement immediately with no penalty if, in its sole determination and discretion, the Agreement places Essentia or any of its affiliates at risk of adverse action by any state or federal governmental agency or accrediting body, including, but not limited to licensing and non-profit or tax-exempt status.
- e. Termination by Essentia. The parties have contemporaneously entered into a coterminous sports medicine services agreement. In the event the sports medicine services agreement terminates for any reason, Essentia may terminate this Agreement with thirty (30) days' written notice to DPA.
- f. Effect of Termination. In the event this Agreement is terminated by either party for any reason, DPS shall refund to Essentia a pro-rated portion of the contribution paid to DPS pursuant to section 3 for any incomplete term year. By way of example only, and not limitation, if the Agreement is terminated in the sixth month of the second year, DPS would be required to reimburse Essentia \$12,500.

**7. Insurance; Indemnification.** Each party shall, at its expense, carry general and commercial liability insurance or provide self-insurance covering its acts and omissions under this Agreement, with limits of at least \$1 million per claim and \$1.5 million aggregate. The parties are each responsible for their own acts or omissions, and are not liable for the acts or omissions of, or the costs of defending, others. Nothing in this section shall preclude a finding of liability on the part of either party based on the doctrines of equitable indemnity, comparative negligence, contribution, or other statutory or common law basis for liability.

**8. Confidentiality.** As a result of Essentia's sponsorship of the DPS Athletic Program, the parties may have access to or become acquainted with confidential information relating to each other's business operations. Both parties, on their own behalf and on behalf of their employees, acknowledge the importance to the other party of maintaining the confidentiality of such information and agree never to use or disclose such information except as necessary to carry out their obligations under this Agreement. Upon termination of this Agreement, both parties agree to return to each other all copies of data, records or other tangible documents which contain, embody or disclose, in whole or in part, any confidential patient information or any general confidential information. The provisions of this section 8 shall survive the termination of this Agreement.

For purposes of this section 8, "confidential information" shall not include: (a) information generally known to the public; (b) information which becomes known to the public through no action of either Essentia or DPS; or (c) information for which the disclosure has been consented to by each of the parties.

- 9. Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, by certified mail or via recognized overnight courier service, to the other party at its address set forth below, or to such other address as such party may designate by notice pursuant to this section. Notice shall be effective when received if delivered by hand, or on the date shown on the return receipt, if by certified mail or courier service.

If to Essentia	With a copy to:
St. Mary's Duluth Clinic Health System	Essentia Health
Attn: SVP, Operations	Office of General Counsel
520 East Second Street	502 E. Second Street
Duluth, MN 55805	Duluth, MN 55805

If to DPS	
Independent School District #709	
Attn: Superintendent	
215 North First Avenue East	
Duluth, MN 55802	

- 10. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflict of laws principles thereof.

- 11. Force Majeure.** Each party shall be excused from performance of its obligations under this Agreement to the extent such performance is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes, unanticipated illness or other temporary unavailability through no fault of Essentia or DPS, war, act of terrorism or other violence, or any law, order, proclamation, regulation or ordinance, or demand or requirement of any government agency. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference, provided, however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

- 15. Miscellaneous.** Neither party may assign this Agreement without the prior written consent of the other. The parties agree to amend this Agreement as necessary to comply with any changes in applicable laws and regulations. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof. It may be executed in any number of counterparts, each of which will be deemed to be the original. No amendment to this Agreement or any exhibit shall be effective unless in writing and signed by both parties. The waiver by either party of a breach of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, that provision shall be fully severable. The remaining provisions shall remain in effect, and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been a part of this Agreement.

*Signature Page Follows*

*Signature Page to Sponsorship Agreement*

**St. Mary's Duluth Clinic Health System**

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Independent School District #709**

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Essentia Health Marketing Department**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Exhibit A Obligations of DPS**

DPS shall:

- acknowledge at all home games/venues, via signage, program advertisement and public address announcement, that orthopedic & sports medicine services are provided by Essentia;
- ensure all acknowledgments are healthcare industry exclusive, with the exception of limited visibility from lower tier sponsorship support subject to DPS obtaining Essentia's prior written approval
  - Essentia shall be recognized as a top-tier (highest) supporter with any additional partnership/sponsorship opportunities with DPS. Any additional partners at the same top-tier level shall not be a direct competitor of Essentia. Sponsorships from competitors should not include signage (any existing signage in the facilities can remain during current contract duration, but not be renewed and nothing new can be added);
- at Essentia's sole cost and expense, grant sole rights to Essentia on all signage on training room and weight room doors, and all other home sports venues, to acknowledge that orthopedic & sports medicine services are provided by Essentia, signage to be prominently displayed with approval of the DPS facilities director to ensure compliance with then-current DPS policies and requirements;
- use information approved or provided by Essentia, including ads, logos, scripting, etc. for the signage, public address announcement and program advertisement
  - at DPS request Essentia shall provide custom ads, scripting, etc.; and
- provide additional promotion opportunities as agreed to by Essentia's marketing team and DPS at no additional cost to Essentia, including, but not limited to, advertising in Booster Club programs, events and deliverables.

## **CONSULTANT AGREEMENT**

THIS AGREEMENT, by and between COSTIN GROUP, INC. hereinafter referred to as "Consultant," and the Duluth Public Schools, a political subdivision of the State of Minnesota, hereinafter referred to as "DPS."

### **RECITALS**

WHEREAS, Consultant will provide government relations, public relations, and other related services assistance to the DPS; and

WHEREAS, DPS has asked for advice from the Consultant;

NOW, THEREFORE, DPS and Consultant, for good and valuable mutual consideration and with the intent of being legally bound, agree as follows:

1. **Scope of Services:** Consultant shall perform government relations, public relations, and related services directed and approved by the DPS Superintendent.

2. **Compensation to Consultant:** In consideration of the services to be performed by Consultant pursuant to this Agreement, DPS agrees to make payment to Consultant at the rate of \$ 3,000 per month retainer, no expenses. Consultant shall bill DPS not less frequently than quarterly for retainer incurred pursuant to this Agreement. Payment shall be made upon approval of DPS at its next regular monthly meeting following receipt of Consultant's billing.

3. **Conditions of Payment:** All services provided by Consultant pursuant to this Agreement shall be performed by Gary Cerkvenik or Jeff Anderson personally, unless DPS has given advance approval for services to be performed by another representative of Consultant. All services provided shall be performed to the satisfaction of DPS, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

All items of work to be performed by the Consultant shall be done in accordance with the requirements and recommendations of, and subject to the approval of, DPS. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in Consultant's final work product or services.

DPS shall not be obligated to pay for, nor shall consultant claim for, any services not specifically authorized pursuant to the terms of this Agreement, except upon advance written approval of DPS. Such approval shall be considered to be a modification of this Agreement. Consultant shall notify DPS in writing before it begins any work which will

be the basis for a claim for extra compensation. If such notification is not given or is not approved by DPS in writing before Consultant commences the work, then Consultant hereby waives and releases forever any claim or costs for such extra compensation. However, such notice shall not in any way be construed as proving the validity of any claim by Consultant except where approved in advance by DPS.

4. **Ownership of Work Product:** All data gathered, prepared or recorded by Consultant pursuant to the terms of this Agreement shall be the property of DPS. Upon request of any duly authorized agent of DPS, Consultant shall make every reasonable effort to explain or clarify the meaning of the data contained in the materials delivered to DPS.

5. **Term:** The term of this Agreement shall be from January 1, 2020, through January 1, 2021, unless earlier terminated in accordance with the provisions of this Agreement.

6. **Cancellation of Agreement:** Either party may cancel this Agreement at any time by giving written notice to the other party at least 3 months prior to the effective date of the termination. Consultant shall receive just and equitable compensation for all work satisfactorily performed pursuant to this Agreement. Notice to DPS shall be mailed or delivered to Duluth Public Schools, Attn: Cathy Erickson, 215 N 1<sup>st</sup> Ave E, Duluth, MN 55802. Notice to Consultant shall be mailed or delivered to Gary Cerkenik, Costin Group, Inc., 7226 Sand Lake Road, Britt, MN 55710.

7. **Independent Contractor:** It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partner, joint venturer or an association with the Consultant and DPS. Consultant is an independent contractor and neither it, its employees, agents, subcontractors or representatives shall be considered employees, agents or representatives of DPS. Except as otherwise provided herein, Consultant shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due consultant, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Consultant.

8. **Assignment or Transfer:** No portion of the work or services required under this Agreement shall be transferred, assigned, or otherwise disposed of except with the prior written consent of DPS.

9. **Indemnity:** Consultant agrees, to the fullest extent permitted by law, to indemnify and hold DPS harmless from any damage, liability or cost (including

reasonable attorneys' fees and costs of defense) to the extent caused by or arising from any professional errors and omissions and/or negligent acts and omissions of Consultant in performance of this Agreement and those of Consultant's sub-consultants or anyone for whom Consultant is legally liable. Consultant's indemnification obligation includes, but is not limited to, infringement of patent or copyright laws.

10. **Non-Discrimination:** Consultant shall not discriminate against employees or applicants for employment or in the rendering of work or services under this Agreement on the basis of race, creed, color, national origin, religion, sex, marital status, disability, sexual orientation, or status with respect to public assistance.

11. **Data Practices Act Compliance:** Consultant agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by DPS in accordance with this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Consultant in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to herein by either Consultant or DPS. In the event that Consultant receives a request to release the data referred to above, Consultant shall immediately notify DPS. DPS will provide instructions to Consultant concerning the release of the data to the requesting party before the data is released.

12. **Access to Records/Audit:** DPS, its authorized representative(s), or the State Auditor shall have full access to all records relating to the performance of this Agreement. Consultant agrees to maintain records relating to all services provided by it under the terms of this Agreement and shall retain all such records for one (1) year following the termination of this Agreement. Such records shall be made available for audit or inspection upon request of DPS or its authorized representative.

13. **Separability:** In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail of its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the Agreement.

14. **Entire Agreement:** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between DPS and Consultant relating to the subject matter hereof.

15. **Modification of Agreement:** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced

to writing, signed by authorized representatives of DPS and Consultant, and attached to the original of this Agreement.

IN WITNESS WHEREOF, DPS and Consultant have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2019.

DULUTH PUBLIC SCHOOLS

COSTIN GROUP, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_


Its \_\_\_\_\_

Its \_\_\_\_\_



# Memorandum

**To:** Ms. Rosie Loeffler-Kemp / School Board Chair  
Ms. Cathy Erickson / CFO Executive Director of Business Services

**From:** Dave Spooner   
Manager of Facilities

**Date:** November 8, 2019

**Re:** Change Order #3 – Public School Stadium Track Reconstruction – Northland Constructors of Duluth, Inc.

**\*School Board Approved LTFM FY-20 Project\***

Attached are two copies of Change Order #3, modifying the agreement with Northland Constructors of Duluth Inc, in which the District entered into agreement with at the April 2019 School Board Meeting to reconstruct the track at PSS.

I am presenting this no cost change order for signature, to extend the contract substantial completion date from September 7<sup>th</sup> 2019 to August 1<sup>st</sup> 2020.

This will result in a no cost change for a contract sum of **\$909,852.00**.

**Recommendation:**

I am recommending that Ms. Rosie Loeffler-Kemp, School Board Chair, approve Change Order #3, on behalf of the School Board with Northland Constructors of Duluth Inc, as authorized by the regular School Board Meeting on November 19<sup>th</sup>, 2019.

The contract sum for the work defined in the agreement is **\$909,852.00**.

Attachments:

Change Order No. 3


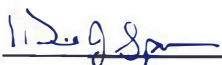

Date of Issuance: 11/08/19 Effective Date: 11/08/19  
 Owner: Duluth Public Schools – ISD 709 Owner's Contract No.:  
 Contractor: Northland Constructors of Duluth, Inc. Contractor's Project No.:  
 Engineer: Northland Consulting Engineers, LLP - David Bolf, P.E. Engineer's Project No.: 18-525  
 Project: Public School Stadium Track Reconstruction Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: This change order adjusts the contract times to extend into 2020 due to deficiencies in the track surfacing.

Attachments: N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 868,600.00</u>	Original Contract Times: Substantial Completion: <u>August 17, 2019</u> Ready for Final Payment: _____ days or dates
Net amount of previously approved Change Orders: <u>\$41,252.00 (CO #2 &amp; ALT B - Add Class 5 \$11,152)</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>15 Days</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: <u>\$ 909,852.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 7, 2019</u> Ready for Final Payment: _____ days or dates
Increase of this Change Order: <u>\$ 0.00</u>	Increase of this Change Order: Substantial Completion: <u>August 1, 2020</u> Ready for Final Payment: _____ days or dates
Current Contract Price incorporating this Change Order: <u>\$ 909,852.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 1, 2020</u> Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u> By: <u></u> By: <u></u>		
Project Engineer	Manager of Facilities	Contractor (Authorized Signature)
Name: <u>David Bolf, P.E.</u>	Name: <u>David Spooner, ISD 709</u>	Name: <u>Alec Rude, Northland Constructors</u>
Date: <u>11-08-2019</u>	Date: <u>11-8-19</u>	Date: <u>11/8/19</u>
By: _____		
School Board Chair		
Name: <u>Rosie Loeffler-Kemp ISD 709</u>		
Date: _____		

## 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	University of Minnesota	\$2,500.00	None	For participation in The Good Behavior Game study
Denfeld	Francis and Kristin Kartch	\$100.00	T-shirt fund	
Denfeld	Thomas and Marilee Tusken	\$100.00	T-shirt fund	
Denfeld	Lion Hotel Group	\$100.00	T-shirt fund	
Denfeld	James and Kiki Watts	\$500.00	Theater Dept.	
Denfeld	Roger and Debra Peterson	\$100.00	T-shirt fund	
Denfeld	St. Germain's Glass Co.	\$100.00	T-shirt fund	
Denfeld	Irving Community Association	\$2,000.00	Football	
Denfeld	Irving Community Association	\$1,000.00	T-shirt fund	
Denfeld	S K Taxi	\$100.00	T-shirt fund	
Denfeld	North Shore Bank	\$500.00	Drama Department	
Denfeld	Lisa B. Salls	In Kind	Auto Technology Program	2007 Toyota Prius
Denfeld	West Duluth American Legion Post No. 71	\$200.00	T-shirt fund	
District-wide	United Healthcare	In Kind	None	Five-book early reader series "Drop the Puck" by author Jayne Jones

East	Zosel & Company	\$500.00	Supplies for Aurora Zestcott's classroom or setting III classrooms needs	
Headstart	Jane Killough	\$50.00	No	
Headstart	Jane Killough	\$50.00	No	
Laura MacArthur	Bernadette Burnham	\$100.00	To be used for PBIS acknowledgements	
Laura MacArthur	University of Minnesota	\$2,500.00	No	For participation in The Good Behavior Game study
Laura MacArthur	Autism Assoc. of MN	\$286.90	Non-profit organization and people living with autism	
Laura MacArthur	Lacy Dieter and Andrew Tout	\$19/month	Scholastic book orders for class	
Lincoln Park	Jonathan and Karen Sande	In Kind	Orchestra	Donated a cello last year on October 19, 2018.
Lincoln Park	Cindy Spillers	In Kind	None	Donated a flute
Lowell	University of MN	\$2,500.00	None	This is a building stipend donation for participation by some of our teachers in a U of MN's Basic T Study
Lowell	Joellyn Gum	In Kind	None	5 boxes of healthy snack bars for student who are hungry
Myers-Wilkins	University of Minnesota	\$2,500.00	None	For participation in The Good Behavior Game study
Myers-Wilkins	TKDA	\$5,000.00	STEM programming	Use for STEM programming, supplies and other education enrichments
Myers-Wilkins	Judy Gitar	\$40.00	Books for Kids literacy project	
Myers-Wilkins	Elizabeth Johnson and Andrew Nisbet	\$110.00	Books for Kids literacy project	
Myers-Wilkins	Patricia Richard-Amato	\$25.00	Books for Kids literacy project	

Myers-Wilkins	Melissa Rogge	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Jim Topie	\$100.00	Books for Kids literacy project	
Myers-Wilkins	Jay Newcomb	\$40.00	Books for Kids literacy project	
Myers-Wilkins	Harold Frederick	\$1,000.00	Books for Kids literacy project	
Myers-Wilkins	Diane Anderson	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Binner Rahn	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Ryann Signorelli	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Marcia Becker	In Kind	Books for Kids literacy project	New books for our Books for Kids project
Myers-Wilkins	Dave Halstead	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Brenda Sederberg	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Benedictine Sisters (St. Scholastica Monastery)	\$150.00	Books for Kids literacy project	
Myers-Wilkins	Toni Poupore-Haats	\$20.00	Books for Kids literacy project	
Myers-Wilkins	Sarah Lewandowski	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Nancy Carroll	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Jennifer Maki	\$50.00	Books for Kids literacy project	
Myers-Wilkins	Janice and Tom Shuey	\$250.00	Books for Kids literacy project	
Myers-Wilkins	Sarah Helwig	\$40.00	Books for Kids literacy project	
Myers-Wilkins	Collinete Cohen	\$40.00	Books for Kids literacy project	
Myers-Wilkins	Essentia Lakewalk Family Practice	\$140.00	Books for Kids literacy project	

Myers-Wilkins	Connie Black	In Kind	Books for Kids literacy project	New children's books for our Books for Kids literacy project
Myers-Wilkins	Nisbet-Johnson Family	\$110.00	Books for Kids literacy project	
Myers-Wilkins	Michelle Morris	\$25.00	Books for Kids literacy project	
Ordean-East	Ordean East PTA	\$375.00	Orchestra retreat	Orchestra students going to Minneapolis to meet the Minnesota Orchestra and hear them play
Ordean-East	Rotary Club of Duluth	\$2,000.00	Robotics Club supplies	
Stowe	University of Minnesota	\$2,500.00	None	For participation in The Good Behavior Game study
Stowe	James or Patric Schafter	\$300.00	Wolf Ridge Trip	

**RESOLUTION**

## Authorized Bank Account Signer – November 2019

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

<b>District Building</b>	<b>Banking Institution</b>	<b>Account Number</b>	<b>Addition of Authorized Signer</b>	<b>Removal of Authorized Signer</b>
Headstart	Harbor Pointe Credit Union	XXXX0	Thomas Quinn	Susan Richards

## RESOLUTION

### Establishing Combined Polling Places for Multiple Precincts and Designating Hours During Which the Polling Places Will Remain Open for Voting For School District Elections Not Held on the Day of a Statewide Election

BE IT RESOLVED by the School Board of Independent School District No. 709, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. Each combined polling place must be a polling place that has been designated by a county or municipality. The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

**Combined Polling Places (District #1):** Lakeview Covenant Church  
(City of Duluth, Precinct #5)  
1001 Jean Duluth Road  
Duluth, MN 55804

"These combined polling places serve all territory in Independent School District No. 709 located in the City of Duluth (Precincts 1, 2, 4-7), City of Rice Lake, Gnesen Township, Lakewood Township, Normanna Township, North Star Township, Unorg Township 2 and Unorg Township 23 located in St. Louis County, Minnesota."

**Combined Polling Place (District #2):** Unitarian Universalist Congregation of Duluth  
(City of Duluth, Precinct 12)  
835 West College Street  
Duluth, MN 55811

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 3, 8-14) located in St. Louis County, Minnesota."

~~**Combined Polling Place (District #3):** Duluth Heights Community Club  
(City of Duluth, Precinct #22)  
33 West Mulberry Street  
Duluth, MN 55811~~

**Combined Polling Place (District #3):** Holy Cross Lutheran Church  
(City of Duluth, Precinct #22)  
410 North Arlington Avenue  
Duluth, MN 55811

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 15-20, 22-25) located in St. Louis County, Minnesota."

**Combined Polling Place (District #4):** Asbury United Methodist Church  
(City of Duluth, Precinct #32)  
6822 Grand Avenue  
Duluth, MN 55807

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 21, 26-30, 32-34) located in St. Louis County, Minnesota."

**Combined Polling Places (District At-Large):** Use combined polling places for Districts 1-4

3. Pursuant to Minnesota Statutes, Section 205A.09, the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

4. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within thirty (30) days after its adoption.

5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a non-forwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

**Expenditure Contracts Signed  
October 2019**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of October 2019.

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Philip Savage	\$1,500.00*	American Indian Education (DR)	Instruct students on uses and harvesting process of birchbark
First Witness Child Advocacy Center	\$5,000.00*	Asst. Supt. (DU)	Safe and Strong Child classroom presentations and staff/parent education
Sources of Strength (SOS)	\$10,000.00*	Denfeld and Duluth East high schools (G)	Training and support
School Date Books	\$400.00*	Lester Park (SAF)	Date books for students
Duluth Community School Collaborative (DCSC)	\$24,696.00*	Office of Education Equity (DR)	Compass program for after school and summer students at Myers-Wilkins
Zeitgeist	\$3,000.00*	Office of Education Equity (DR)	Provide services at middle and high school during school, WIN and after school
Concordia Community Arts Play Care	\$3,870.00*	Special Services (DU)	Preschool planning as required by IEP
Wolf Ridge	\$8,000.00	Stowe (SAF)	FY21 Field trip
Manpower	\$20,000.00*	Technology (DU)	Technology support

\* **Not to Exceed:** If asterisk is noted, then the contract is has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**\*\* Contract is paid via monies from:**

**DR** = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

**DU** = Department Unrestricted (General Fund)

**G** = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

**SAF** = Student Activity Funds (monies raised by students, gate fees, etc.)

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 3rd day of October, 2019 by and between Independent School District #709, a public corporation, hereinafter called District, and Philip Savage, 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 October 25, 2019 and shall remain in effect until June 30, 2020, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will teach Duluth Public School students the uses, harvesting process of birchbark as a Cultural Art integration project.
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 \$1,5000 (one thousand five hundred) \$300 (three hundred)/ per day/session 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: Edye Washington, Coordinator of American Indian Education, 215 North 1<sup>st</sup> 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)

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.

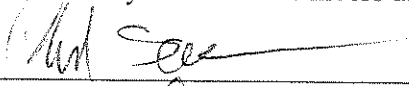
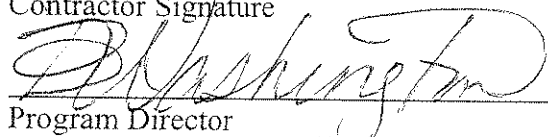
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

		<u>10-4-19</u>
Contractor Signature	SSN/Tax ID Number	Date
		<u>10-8-19</u>
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):

01	605	005	320	340	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

Matthew Elson

CFO/Executive Director of Business Services/Superintendent of Schools

10-8-17

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 4<sup>th</sup> day of **October , 2019** , by and between Independent School District #709, a public corporation, hereinafter called District, and **First Witness Child Advocacy Center**, 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 4, 2019** and shall remain in effect until **June 30, 2020** , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Safe and Strong Child© (Classroom Presentations and Staff/Parent Education)

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

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

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

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 **\$5,000.00 (five thousand dollars and no cents)** in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jeff Horton, 215 North 1<sup>st</sup> 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 **First Witness Child Advocacy Center, 4 West 5<sup>th</sup> Street, Duluth, MN 55806.**

**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.

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

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

Maie Clonough 41-1737291 10/14/19  
Contractor Signature SSN/Tax ID Number Date

[Signature] 10/15/19  
Program Director Date

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

This contract is funded by either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

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

01	030	005	000	042	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

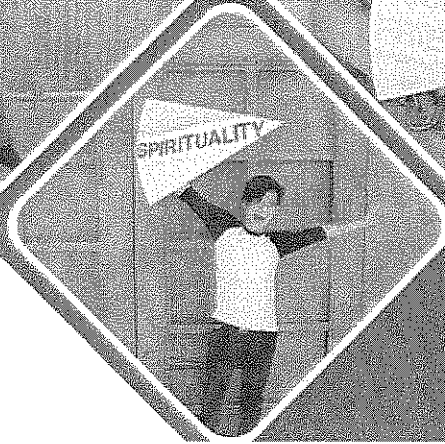
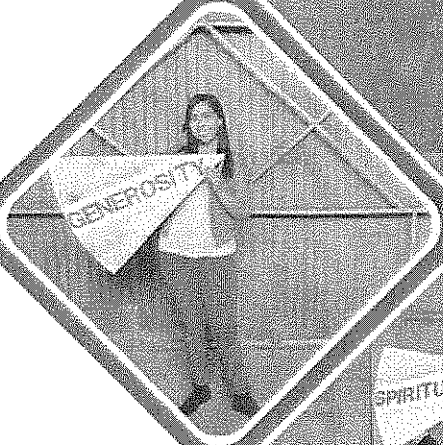
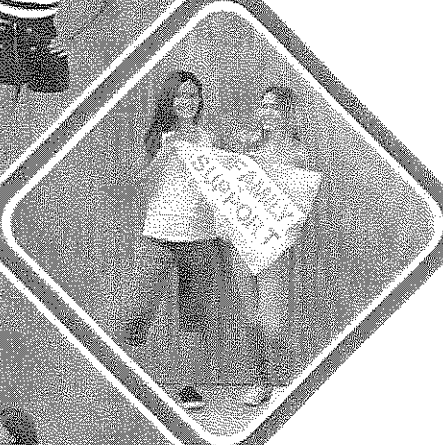
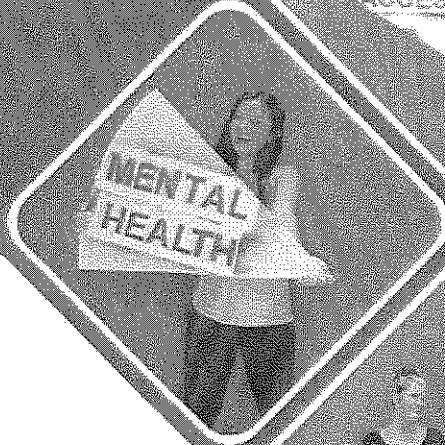
Check if the contract will be paid using Student Activity Funds

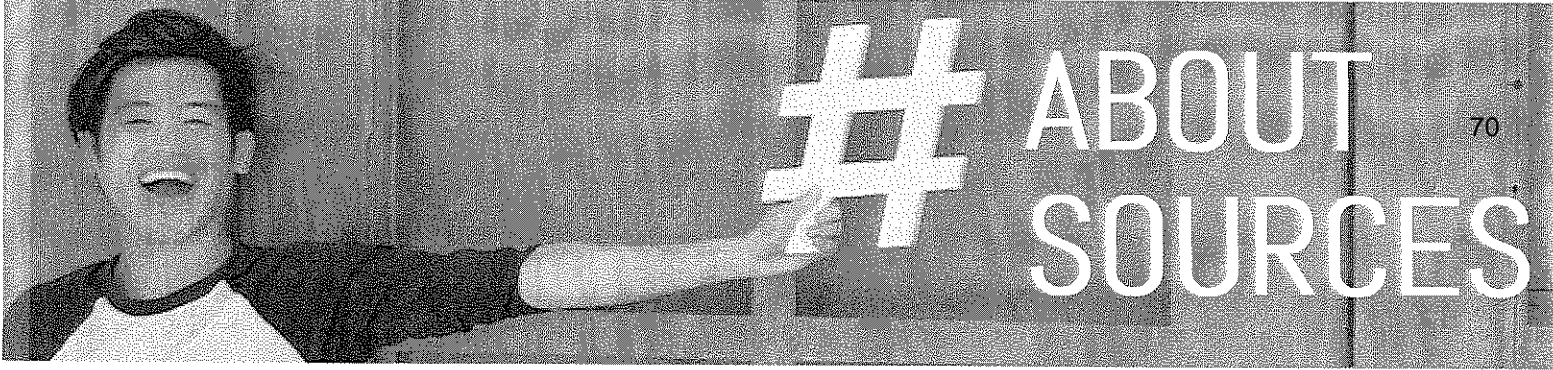
Check if the contract is a no-cost contract such as a Memorandum of Understanding

Cathryn Elson 10/17/19  
CFO/Superintendent of Schools/Board Chair Date

# SOURCES OF STRENGTH

Year Two MOA  
Duluth Public Schools





## What is Sources of Strength?

Sources of Strength is a best practice youth suicide prevention project designed to harness the power of peer social networks to change unhealthy norms and culture, ultimately preventing suicide, bullying, and substance abuse. The mission of Sources of Strength is to prevent suicide by increasing help seeking behaviors and promoting connections between peers and caring adults. Sources of Strength moves beyond a singular focus on risk factors by utilizing an upstream approach for youth suicide prevention. This upstream model strengthens multiple sources of support (protective factors) around young individuals so that when times get hard they have strengths to rely on.

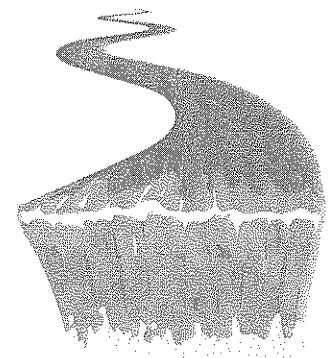


## An Upstream Approach

Many of the suicide "prevention" efforts occurring globally would be more aptly described as intervention, primarily focused on teaching risk factors and warning signs and equipping gate keepers to make mental health referrals. Sources of Strength incorporates these intervention strategies, and expands on them. Our primary mission is to move **upstream** in the prevention cycle: to build resilience, increase connections, change unhealthy norms around help seeking and codes of secrecy and silence, to teach healthy coping strategies, and to ultimately prevent the very onset of suicidality.

## A Rising Tide Lifts All Boats

By employing this approach we have a more comprehensive and universal model of prevention that can have impact on a wide variety of issues beyond suicide, including substance abuse, bullying, violence, truancy and more. Ultimately, it's not just about



# EVIDENCE-BASED

With implementations across the United States, Canada, Australia, and many American Indian/Alaska Native and First Nations communities, Sources of Strength is one of the most widely disseminated and rigorously evaluated upstream prevention programs in the world.

## Sources of Strength has participated in research projects with:

- University of Rochester
- Stanford University
- Johns Hopkins University
- University of Manitoba
- Australian National University
- Black Dog Institute
- National Institute of Mental Health
- Centers for Disease Control

**"Sources of Strength is the first suicide prevention program involving peer leaders to enhance protective factors associated with reducing suicide at the school population level."**

**- Wyman (2010)**



**Included in SAMHSA's  
National Registry of  
Evidence-based  
Programs and Practices**

## Additional outcomes have shown:

- Increase in connectedness to adults
- Increase in school engagement
- Increase in likelihood to refer a suicidal friend to an adult
- Increase in positive perceptions of adult support
- Increased acceptability of seeking help
- Largest increases amongst students with a history of suicidal ideation

Wyman, P. et al. (2010). An outcome evaluation of the Sources of Strength suicide prevention program delivered by adolescent peer leaders in high schools. *American Journal of Public Health*, Vol. 100:1653-1661.



# PROJECT SUMMARY

This Memorandum of Agreement is to provide Year Two Sources of Strength training at Duluth East High School and Denfeld High School.

## Deliverables

Below is a brief summary of specific deliverables on the part of Sources of Strength and responsibilities on the part of Duluth Public Schools, Duluth East High School, and Denfeld High School. These deliverables and responsibilities will be further outlined in the Project Activities section below.

### SOURCES OF STRENGTH

Specific duties of Sources of Strength include the following:

- Provide a Sources of Strength National Trainer to support schools in implementing an innovative, evidence-based, upstream prevention program.
- Provide on site trainings for Duluth East High School and Denfeld High School Adult Advisors and Peer Leaders.
- Provide ongoing support services and resources for Duluth East High School and Denfeld High School Adult Advisors and Peer Leaders as they seek effectiveness, fidelity, scalability, and sustainability in their prevention programming.

### DULUTH PUBLIC SCHOOLS

Specific duties of Duluth Public Schools include the following:

- Assign a leader to work with Sources of Strength Duluth East High School and Denfeld High School and any local partners.
- Assist in recruiting Duluth East High School and Denfeld High School Peer Leaders and Adult Advisors.
- Provide or help in organizing location for trainings to take place.
- Participate in support framework to ensure fidelity and effectiveness of implementation.

**DULUTH EAST HIGH SCHOOL, DENFELD HIGH SCHOOL, AND ANY PARTNERING AGENCIES**

Specific duties of Duluth East High School and Denfeld High School and any local partners include the following:

- Assist in identifying Adult Advisors to work with Peer Leader teams (1 to 10 ratio).
- Assist in recruiting Peer Leaders (aiming for 10% of school population) and obtaining appropriate parental consent for participation in the project (*forms and templates provided by Sources of Strength*).
- Provide drinks and snacks for Adult Advisor and Peer Leader trainings (if necessary).
- Provide a time and location for Adult Advisor and Peer Leader trainings to take place, following Sources of Strength room set-up guidelines (*room set-up*).
- Provide a time and place for Peer Leader teams and Adult Advisors to conduct planning meetings (2x per month) during their messaging phase.
- Adult Advisors participate in support phone, webinar, or on-site contacts during the action step phase of the project.
- Implement Sources of Strength program with fidelity, following safe messaging guidelines.

# PROJECT ACTIVITIES

## Training Phase

Implementation will begin in the training phase which will include the following areas of focus:

- **Training Adult Advisors/Coordinators** - This is a three to six hour training for Adult Advisors who will be supporting and guiding Peer Leader teams. This training is held in the local communities/schools, generally the day before a peer training or the morning of a peer training. It will cover core philosophy of upstream and strength-based prevention, social network theory and safe messaging strategies. This training will provide experiential learning, set expectations and requirements of adult roles during a Peer Leader training, as well as outlining their ongoing role in the program. Adult Advisors/Coordinators will also be given access to the myriad support resources available.
- **Peer Leader Training** - This is a five to six hour training with a group of 15-80 Peer Leaders (depending on school size), along with Adult Advisors. The training is highly interactive and focuses on empowering Peer Leaders to leverage the power of their social influence to become agents of change and connectors to help in their schools and communities. Peer Leader teams are requested to meet back together within ten days of training and complete their first peer-to-peer campaign within the first thirty days following training. Peer Leader teams are advised to have planning meetings twice a month on an ongoing basis, where they will continue to grow in strength based sharing/messaging and plan various hope, help, strength based messages and campaigns.

## Support Phase

Sources of Strength treats every institution we work with as part of our team. Relationships and individual support are very important to us. Our model is flexible, and our implementations are tailored to your specific schools/communities. The team at Sources will help implement and promote the program with you, ensuring the peer teams gain maximum benefit from participating in this innovative prevention program. Through communication and feedback from Duluth East High School, Denfeld High School, local communities, and in partnership with Duluth Public Schools we will offer support to:

- Connect Adult Advisors and Peer Leaders with resources; campaign materials, social media resources, website tools, webinars, videos, etc.
- Implement an automated weekly email/text system for Adult Advisors and Peer Leaders featuring tips and ideas that assist during the first three months of startup. These can include video clips, teaching points, stories, campaign examples from other peer teams, and newly developed resources.
- Develop a support call plan to help guide Adult Advisor and Peer Leader teams through a process of brainstorming campaign ideas and activities, troubleshooting, and problem solving.

# TIMELINE



Year Two: National Trainer Led Training at Duluth East High School  
and Denfeld High School

Fall 2019

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Year Two: Support Phase

2019-2020 School Year

---

# BUDGET

## PROJECTED BUDGET

## PRICE

### Year Two Training

\$10,000

Sources of Strength National Trainer will travel and train at Duluth East High School and Denfeld High School to assist in the implementation of the program.

*2 Schools @ \$5,000*

### Support Phase

Included in

Ongoing webinar and teleconference support, assisting Duluth East High School and Denfeld High School through automated support systems and consultation around sustainability and fidelity.

program costs

### Additional Program Licensure

Varies

After the initial three year implementation period with National Trainer led Sources of Strength Trainings each school year (\$5,000 per year/per school), teams can either continue to contract with Sources of Strength to offer training (\$5,000 per training/per school) or shift to paying a yearly licensing fee of \$500 per sustaining school and \$750 per new school for ongoing materials and support.

depending on  
scale

TOTAL

\$10,000

# APPROVAL

**Compensation/Budget:**

Sources of Strength shall receive cost reimbursement from Duluth Public Schools for the deliverable and costs outlined above totaling \$10,000.00.

Sources of Strength will invoice for the full amount of \$10,000.00 upon completion of school trainings or when requested by payee.

**Authorizing signatures**

  
2019-10-22 12:19:23

Cathy Erickson  
Chief Financial Officer  
Duluth Public Schools



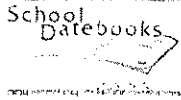
SIGNATURE  
Daniel Adams

Daniel Adams  
Director of Training  
Sources of Strength

# CONNECT WITH US

-  [sourcesofstrength.org](http://sourcesofstrength.org)
-  [contact@sourcesofstrength.org](mailto:contact@sourcesofstrength.org)
-  [facebook.com/sourcesofstrength](https://facebook.com/sourcesofstrength)
-  [@sourcesstrength](https://twitter.com/sourcesstrength)
-  [@sourcesofstrength](https://instagram.com/sourcesofstrength)





# 2020 Imagine 8.5x11 Contract

Order online @ schooldatebooks.com

2880 U.S. Hwy. 231 S.  
Lafayette, IN 47909-2874  
Phone: (800) 705-7526  
Fax: (765) 471-8874

**School**  
Lester Park Elementary  
5300 Glenwood St  
Duluth, MN 55804

**Administrator**  
Ms Susan Lehna, Principal  
Phone: (218) 336-8875  
Fax: (218) 336-8879  
Email:

**Contact**  
Ms. Tracy Thompson, Administrative Assistant  
Phone: (218) 336-8875 x 2652  
Cell/Summer Number:  
Email: tracy.thompson@isd709.org

Date: 10/4/2019  
Sales Rep: Rich Cyr  
richc@sdlinnovations.com  
CSR: Mallory Huffer  
mallory@sdlinnovations.com

**Billing and Shipping**

**Bill To** PO#: Lester Park Elementary  
Ms Tracy Thompson  
5300 Glenwood St  
Duluth, MN 55804  
United States  
Email: tracy.packingham@isd709.org

**Ship To** Lester Park Elementary  
Ms Tracy Thompson  
5300 Glenwood St  
Duluth, MN 55804  
United States  
Email:

Desired Delivery Date: 8/21/2020  
Earliest Delivery Date:

No deliveries prior to 5/1/2020. To ensure on-time delivery, we will ship 7-10 days before your Earliest Delivery Date (EDD), if all deadlines are met. It is possible that your books may arrive before your Desired Delivery Date (DDD). Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 1-week window between the EDD and DDD is required.

Product	#Books	#Pages	Cost/Book	Base Cost
Imagine 8.5x11	102	0	\$2.74	\$279.48

**Discounts** \*Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$279.48	x	0.00	\$0.00
4% Discount for contracts received by 10/25/19*	\$279.48	x	0.04	\$11.18
3% Discount for contracts received by 12/13/19*	\$279.48	x	0.00	\$0.00
2% Discount for contracts received by 4/3/20*	\$279.48	x	0.00	\$0.00
1% School District Discount	\$279.48	x	0.01	\$2.79

**Cover Options**

Custom PolyFusion™	100% custom, full-color front and back covers - highest durability	\$0.70	x	0	\$0.00
Custom Cardstock	High value, full-color, laminated cardstock front cover	\$0.40	x	0	\$0.00
Spirit	Durable cardstock; Make it your own with your school color, then add school name and logo.	\$0.20	x	0	\$0.00
Plastic Window	Artistic designs on PolyFusion™. School name will appear if handbook is added.	\$0.45	x	102	\$45.90
Chalkboard					
Daydream					
Destination					
Inspiration					
Patriotic					
Pins					
Prism					
Seaside					
Shuttle					
Slate					
Space 3D					
Stamps 3D					
Water					
Personalized Cardstock	Personalized cardstock covers featuring your school name and logo in black ink	\$0.00	x	0	\$0.00
Stock	Durable cardstock covers in your choice of 3 stock-image designs	\$0.00	x	0	\$0.00

**Enhancements**

Vinyl pocket page	\$0.30	x	102	\$30.60
Stickers (per sheet)	\$0.30	x	0	\$0.00
Card-stock hall pass	\$0.20	x	0	\$0.00
Full Color handbook	\$0.00	x	0	\$0.00

**Accessories**

Wall chart	\$5.00	x	0	\$0.00
This Week Marker (Minimum order of 25)	\$0.20	x	0	\$0.00
Teacher Lesson Plan and Grade Book (Minimum order of 25)	\$3.95	x	0	\$0.00
Illustration Posters Set 1 (Honesty, Fairness, Integrity, Courage, Determination, Perseverance)	\$19.99	x	0	\$0.00
Illustration Posters Set 2 (Respect, Trust, Ambition, Caring, Citizenship, Responsibility)	\$19.99	x	0	\$0.00
Photograph Posters Set 1 (Honesty, Fairness, Integrity, Courage, Determination, Perseverance)	\$19.99	x	0	\$0.00
Photograph Posters Set 2 (Respect, Trust, Ambition, Caring, Citizenship, Responsibility)	\$19.99	x	0	\$0.00

**Sub-Total\*** \$342.01

Shipping and Handling: 13% , Minimum \$15, Rate applies to contiguous US/Canada only. Int'l rates may vary. \$44.46

Sales Tax: Exempt#: 8014301 \$0.00

\* Net 30 (Net due within 30 days from Invoice date)

\* Sales tax will be added if applicable

**Total (USD)** \$386.47

\* Exchange policy: Custom orders (which includes handbook, personalized/custom cover, or any enhancements) cannot be exchanged. Non-custom orders can be exchanged for a different product at school's shipping expense. (Shipping must be via traceable method within 30 days of receipt.) No returns.

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to guarantee delivery by the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.

**One-Year Contract**

We agree to purchase datebooks from School Datebooks for the year of 2020-2021.

**Three-Year Contract**

We agree to purchase datebooks from School Datebooks for the years of 2020-2021, 2021-2022, 2022-2023 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract. (\*Shipping rate subject to change after initial year.)

10-8-19  
Date

*Catharine Elson*  
Signed (School Administrator)

CFO  
Title

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of October, 2019, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, 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 1, 2019 and shall remain in effect until June 30, 2020, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Compass program will be provided after school and during the summer to students of Myers-Wilkins Elementary. It will offer safe, nurturing, and enriching experiences designed to build students' academic, creative, and life skills.

**Location:** Myers-Wilkins Elementary School

**Schedule:** Meets Monday - Thursday  
 2:30-5:00 p.m. October 2019-May 2020  
 8:30 a.m.-12:30 p.m. June 2020- July 2020

**Program goals:**

1. Provide tutoring and enrichment activities after school and during the summer.
2. Maintain communication between classroom teachers and Compass staff to identify students' needs and goals.
3. Foster positive relationships between school, home, and community.

**Outcomes for Participants:**

1. 100% of participants will have an Individual Learning Plan (ILP) with clearly stated goals and outcomes.
2. Safe, reliable transportation will be provided for participants.
3. Parents/guardians and community members will be offered engagement opportunities, and parents/guardians will receive regular communication about their child's activities.

**Program Design:**

Beginning in October of 2019, students who are referred to the program will participate in after-school enrichment classes focused on academic support, Social Emotional Learning, and STEM education. Students will receive structured, academic instruction by qualified instructors. In addition, once a week, students will have a choice of a science, arts, literacy, leadership, or health/recreation-based class. Each student enrolled in Compass will have an assigned Family Liaison and an Individual Learning Plan that connects out-of-school-time programming with in-school academics.

The Contractor will be responsible for maintaining program fidelity in accordance with the specified outcomes and implementation design. Appropriate assessment tools for measuring outcomes and reporting results will be the responsibility of the Contractor.

The Contractor will be responsible for recruitment, training, support, and compensation of the project coordinators and contracted instructors. Contractor will also purchase supplies required for the program and be responsible for the costs of transportation.

**Assessment:**

Student outcomes will be reported to the Principal of Myers-Wilkins and the OEE Coordinator 2 times annually through compilation of attendance data and surveys. Report summaries will be provided upon request.

**Projected Budget:**

<b>Cost Item Description</b>	<b>Purpose</b>	<b>Outcome</b>	<b>Annual Cost 10/1/19-6/30/20</b>
<b>Direct service staff to deliver programming</b>	Provides direct instruction in the Compass program; develops and implements educational and social emotional curriculum; collaborates with teachers to develop ILP's and provide needed support for students; escorts students home on bus or other transportation.	Provide safe, nurturing and enriching experiences to build students' academic, creative and life skills; Safe, reliable transportation will be provided for participants.	<b>Total Cost: \$11,000</b>
<b>Transportation</b>	Provide bussing or other transportation for Compass participants; provide transportation for families for school events.	Safe, reliable transportation will be provided for participants.	<b>Total Cost: \$12,000</b>

<b>Supplies and fees</b>	Supplies to support Compass program; registration or field trip fees for participants.	Provide safe, nurturing and enriching experiences designed to help build students' academic, creative and life skills.	<b>Total Cost: \$1,696</b>
<b>Total Cost for 10/1/19 – 6/30/20</b>			<b>\$24,696</b>

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

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

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

**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 \$ 24,696 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall

not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: William Howes - OEE Coordinator, 215 North 1<sup>st</sup> 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: Duluth Community School Collaborative, Attn: Katherine Mueller, 1027 N 8<sup>th</sup> Ave E, 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.

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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.

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

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

Kathleen Mueller 41-2002724 10/7/19  
Contractor Signature SSN/Tax ID Number Date

Amy Wilson Principal / [Signature] 10/14/19  
Program Director Date

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

This contract is funded by either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

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

01	203	540	313	324	130500
XX	XXX	XXX	XXX	XXX	XXXXXX

Check if the contract will be paid using Student Activity Funds

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

Cathie Elsa 10/17/19  
CFO/Superintendent of Schools/Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10th day of September, 2019 , by and between Independent School District #709, a public corporation, hereinafter called District, and Zeitgeist Center for Arts & Community , an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 16, 2019 and shall remain in effect until June 30, 2020 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Contractor will provide services at the middle and high schools during after-school activities, school class periods, and W.I.N. periods in the following areas: Recruiting *ARE* student participants, Recruiting Volunteers and Spoken Word Artists for *ARE*, Facilitating the Be Heard Poetry Slam Program, Assist *ARE* youths in developing and presenting their narratives, Working with Truartspeaks (Be Heard Poetry Slam organizers) staff on hosting Duluth Semi-Final, Design & Video Editing, Event Planning, Marketing for Slam Preliminary. \*The Be Heard MN Youth Poetry Slam Series is an annual youth program that identifies six Minnesota youth poets between the ages of 13-19 to represent the state in the international Brave New Voices youth poetry slam festival. Be Heard advances literacy levels and leadership skills of participants through cohort specific writing and performance workshops, community engagement activities, and specialized training for participants.

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

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

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

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 \$25.00 hourly and \$ 3,000.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Office of Education Equity - Duluth Public Schools , 215 North 1<sup>st</sup> 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): AH Zeppa Family Foundation DBA Zeitgeist Center for Arts & Community 222 E Superior St, STE 326 Duluth, MN 55802 Contact: Brooke Wetmore, (218) 336-1361.

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:

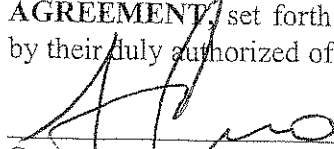
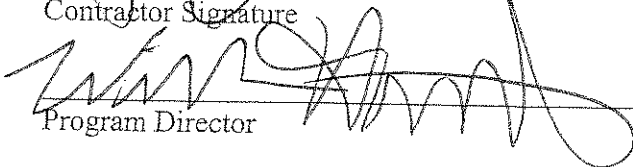
**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

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.

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

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

  
 Contractor Signature 20-6424699 SSN/Tax ID Number 10-21-19 Date  
  
 Program Director 10/23/19 Date

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

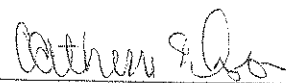
This contract is funded by either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

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

01	605	005	313	311	130500
XX	XXX	XXX	XXX	XXX	XXXXXXX

Check if the contract will be paid using Student Activity Funds

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

  
 CFO/Superintendent of Schools/Board Chair 10/23/19 Date



Special Services Department  
 Independent School District #709  
 215 N 1<sup>st</sup> Ave E  
 Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

**THIS AGREEMENT**, made and entered into this 4 day of **October, 2019**, by and between Independent School District #709, a public corporation, hereinafter called District, and Concordia Community Arts Play Care, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 3, 2019 and shall remain in effect until May 22, 2020, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in \_\_\_\_\_'s individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming for 8 hours (480 minutes) Monday/Tuesday/Wednesday/Thursday, 8:30-4:30, and 4 hours (240) Friday, 8:30-12.

The AGENCY shall perform these services at: **2501 Woodland Avenue Duluth, MN 55803.**

The approximate date the service will begin is, **September 3, 2019** and shall not extend beyond **May 22, 2020**; the contract not to exceed a total of **9 Months** (attending 5 Days per Week - M/T/W/Th 8:30-4:30,

Friday 8:30-12. (District will pay 3 days per week @ \$430.00 per month and parents to cover remaining balance).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.

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

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

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

**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 \$ **3870.00 in total**.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> 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) Concordia Community Arts Playcare, 2501 Woodland Ave, Duluth, MN 55803.

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.

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

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

_____ Contractor Signature	_____ SSN/Tax ID Number	_____ Date
<u>Jason Crane</u> Program Director		<u>10/4/19</u> 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 either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

01-211-005-000-000-139300

Check this box if the contract will be paid using Student Activity Funds

Check this box if this contract is a no-cost contract such as a Memo of Understanding

<u>Catherine Gibson</u> CFO/Superintendent of Schools/Board Chair	<u>10-7-19</u> Date
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# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

<b>Don Lepper</b>	donald.lepper@isd709.org
Stowe Elementary 715 101st Avenue West, Duluth MN 55808	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<b>Deposit:</b> You have made a reservation to stay for September 30, 2020 - October 2, 2020 with 50 participants. To hold your reservation we require a deposit of \$750.00. <b>This contract is valid for 30 days after receipt.</b>	
<b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.	

By signing below, I agree to the terms listed above:

<b>Printed Name:</b> Donald Lepper	<b>Title:</b> Teacher - Grade 5	
<b>Signed Name:</b> Donald Lepper	<b>Date:</b> 10/3/2019	
<b>Billing Contact:</b> Brenda Vandell <b>Billing email address:</b> brenda.vandell@isd709.org	<b>Billing Address:</b> Stowe School 715 101 Ave W Duluth MN 55808	
<b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact Elementary Stowe	<b>Cardholders address:</b> <del>same as billing address</del> 215 N. 1st Ave E, Duluth MN 55802	
<b>Credit Card #:</b> 5550 0800 0179 6957	<b>Exp Date:</b> 03	<b>CVV:</b> 2022
<b>If unable to pay at this time, when can we expect your deposit?</b>		

Principal: Nathan Glockle

Catherine Erickson, CFO

Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762

Today's Date: September 26, 2019



ASSIGNMENT DETAILS

1. JOB DESCRIPTIONS AND LOCATIONS\*

Job Title	Job Description	Location
General Office	General clerical, reception, bookkeeping, customer service	Duluth, MN
Light Industrial	Casual labor, maintenance & janitorial work; lift of 15# or less	Duluth, MN

\* If the parties decide to change the scope of the Order by, for example, adding or deleting jobs or locations, they must execute an amendment to this Order reflecting the intended change. Manpower reserves the right not to provide an Assigned Employee or candidate for any reason.

2. RATES\*

Job Title	Markup Percentage of Hourly Rate	Employee Hourly Pay Rate	Straight Time Bill Rate
General Office	45%	TBD	TBD
IT Support Technician	45%	\$23.75	\$34.44 (not to exceed \$20,000)
Light Industrial	46%	TBD	TBD

[Select either straight time or markup as the method of calculating rates and delete the column not used]

\* The above Rates are comprised in part of the following costs associated with Manpower's Employer Obligations and are subject to Section 3 of the Order: FICA, FUTA, SUTA, and Worker's Compensation statutory minimums.

3. ADDITIONAL BACKGROUND CHECKS AND TESTING

Required Y/N	Check or Test	Requirements, If Any	Cost
	Criminal Record Check	Single County of current residence 7 year history plus nationwide database search	\$ 25.00 per employee.
	Drug Tests	5 panel Urinalysis	\$ 35.00 per employee

4. ADDITIONAL DETAILS

Description	Details
Workweek	Assigned Employee will perform a standard eight (8) hour work day during the course of a standard work week (Monday through Sunday).
Payment for Overtime	The pricing provided above does not contemplate non-exempt Assigned Employees (as "non-exempt employee" is defined in the Fair Labor Standards Act or relevant state law) working overtime. If Assigned Employee works more than forty (40) hours in any one work week, Manpower will be compensated by Client for the additional hours at a rate of one and one-half times the Assigned Employee's straight-time bill rate. Likewise, if the Assigned Employee works more than eight (8) hours in any one day in a jurisdiction that requires overtime pay to employees in such circumstance, or in jurisdictions in which other overtime or double-time obligations are imposed by statute or regulation, Manpower will be compensated by Client for the additional hours by multiplying the Assigned Employee's straight-time bill rate by the same multiplier that Manpower is legally required to apply to the Assigned Employee's pay rate. Any hours required to be paid at premium rates will be included on time slips.
Limited Warranty	In the event that Manpower removes an Assigned Employee pursuant to Section 2 of the attached Terms and Conditions, Client will be relieved of the obligation to pay for the first four (4) hours of work performed by that Assigned Employee.
Additional Fees	In the event Client cancels an assignment without providing 24 hours' notice prior to the commencement of the assignment Client agrees to pay the bill rate for four (4) hours of work performed.

5. CONVERSION/TRANSFER FEES

If during the term of this Agreement, and for six months thereafter, Client permits any Assigned Employee to transfer to another entity's payroll in order to perform work for Client or at Client's facilities, Client shall pay Manpower a one-time placement fee in the amount of \$500 for each such Assigned Employee. If during the term of this Agreement, and for six months thereafter, Client solicits or hires away any of Manpower's employees, candidate referrals or Assigned Employees involved in performing services or obligations under this Order, Client shall pay Manpower a direct hiring conversion fee. Such conversion fee will be prorated based on the length of time the Assigned Employee is on assignment as referenced below:

Time on Assignment	Prorated Fee Schedule
0 to 30 Days	100% of Permanent Placement Fee
31 to 60 Days	75% of Permanent Placement Fee
61 to 90 Days	25% of Permanent Placement Fee
91 + Days	\$100

6. PERMANENT PLACEMENT SERVICE DETAILS

Description	Details
Limited Warranty	Except for a Client-initiated reduction in workforce, elimination of the position or insufficient work for candidate, if a candidate hired by Client is no longer employed by Client ninety (90) days after candidate's start date with Client and provided that Client has paid all invoices associated with such candidate, Manpower will, on a one-time basis, use its best efforts to replace the candidate at no additional cost. Nothing herein shall entitle Client to a refund of any fee paid to Manpower.

Fees	Details
Annualized Compensation	Client agrees to pay a fee if Client hires or retains a candidate, in any capacity, referred by Manpower within one (1) year after that candidate was presented to Client, regardless of whether Client learned of or could have learned of the candidate through other means. As follows is the fee payable, which is a fixed percentage of "Compensation" paid by Client:
	<b>Fee Percentage</b>
Below \$40,000	5%
\$40,000 - \$59,999	10%
\$60,000 - \$79,999	15%
\$80,000 and above	20%

\*Compensation includes base gross salary, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, to be made to the candidate during the first twelve (12) months of employment.



FAST TRACK AGREEMENT (PURCHASE ORDER)

**CLIENT INFORMATION ("CLIENT"):**

<b>Company Name:</b> Duluth Public Schools - ISD 709		<b>Phone:</b> 218-336-8700
<b>Contact Name:</b> Bart Smith	<b>Title:</b> Technology Manager	
<b>Street Address:</b> 215 N. 1 <sup>st</sup> Ave. E.		
<b>City:</b> Duluth	<b>State:</b> MN	<b>Zip:</b> 55802
<b>Billing Address (If different than above):</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>

**MANPOWER INFORMATION:**

<b>Branch Manager Name:</b> Amy Galbraith	<b>Account Manager Name:</b> Tracy Martinson	
<b>Phone:</b> 218-727-8891	<b>Phone:</b> 218-727-8891	
<b>Street Address:</b> 11 E. Superior Street, Suite 110		
<b>City:</b> Duluth	<b>State:</b> MN	<b>Zip:</b> 55802
<b>Effective Date:</b> 10/1/2018		

**ACKNOWLEDGED AND ACCEPTED:**

ManpowerGroup US Inc., a Wisconsin Corporation with its principal office located at 100 Manpower Place, Milwaukee, Wisconsin 53212, and applicable subsidiaries ("Manpower"), and Client, as defined above, in consideration of the mutual covenants contained herein, agree to the Terms and Conditions attached hereto and incorporated in this Purchase Order (the "Order") as of the Effective Date above.

The undersigned representatives, with the authority to enter into and execute this document, have read, understand, and agree to the terms of this Order.

Duluth Public Schools - ISD 709

ManpowerGroup US Inc.

*Cathy Erickson*

10/10/19

Authorized Signatory

Date

Authorized Signatory

Date

Cathy Erickson, CFO/Exec. Director of Business Services  
Printed Name / Title

Amy Galbraith, Duluth Market Manager  
Printed Name / Title

01-108-012-000-000-130500



## TERMS AND CONDITIONS

1. **Services.** Manpower will provide Assigned Employee(s) to perform work on behalf of the Client and at the Client's direction. Manpower will provide the staffing services generally described as follows: recruiting, interviewing and/or screening candidates; providing offers of employment to qualified candidates when appropriate; assigning candidates who have accepted employment with Manpower who, in Manpower's judgment, are qualified to perform the type of work described by Client ("Assigned Employees") and removing any Assigned Employees at the request of Client for any lawful reason. In addition, on behalf of all Assigned Employees, Manpower will maintain personnel and payroll records; pay, withhold and transmit payroll taxes; establish and contribute to such benefit programs as Manpower deems appropriate; make employer shared responsibility payments required under the Affordable Care Act ("ACA"); make unemployment contributions; and handle unemployment and workers' compensation claims with respect to compensation that Manpower has agreed to pay ("Employer Obligations"). For purposes of the ACA, Manpower will treat all Assigned Employees as common-law employees of Manpower. Manpower will screen the Assigned Employees based on the specific checks and tests set forth above, if any, the actual cost of which will be passed through to Client. Any discoveries, inventions, concepts or ideas (including improvements and modifications thereto) made or conceived solely or jointly with others by any Assigned Employee in connection with work to be performed hereunder will be the property of Client as "work made for hire." Manpower Assigned Employees are not entitled to benefits offered or provided by Client to its own staff. The Assigned Employee(s) will perform the work on behalf of Client at the locations within the United States specified within the Assignment Details.

2. **Limited Warranty.** Manpower warrants that the services of Assigned Employee will be provided utilizing reasonable care and skill in accordance with customary industry standards. In the event that Client is not satisfied with the performance of any Assigned Employee, then upon Client's written request, Manpower will remove the Assigned Employee with whom Client is not satisfied from the assignment, relieve Client of the obligation to pay for the number of hours of work specified within the Assignment Details and performed by the same Assigned Employee and use its best efforts to provide a replacement Assigned Employee as soon as practicable (the "Limited Warranty"). The Limited Warranty described herein shall be Manpower's sole obligation to Client and Client's exclusive remedy with respect to any nonconformity or deficiency in services, work product or deliverables furnished to Client.

3. **Payment.** Manpower is solely responsible for compensating the Assigned Employee for the work performed. Client agrees to pay Manpower for its staffing services and any other costs or fees at the rate(s) set forth above. Client understands and acknowledges that such rates include payroll burden costs, which represent the allocated share of estimated Employer Obligations. Manpower will invoice Client weekly at the address set forth above. Payment will be due upon receipt of invoice. Manpower may charge interest at the rate of one and one-half percent (1 1/2%) per month on any amounts unpaid after forty-five (45) days of invoice date. Any late invoicing by Manpower shall not affect Client's obligation to pay for services rendered. Amounts invoiced for work performed by Assigned Employees will be calculated on the basis of hours shown on Manpower time records. Client or Client's designated representative will approve Manpower time slips within forty-eight (48) hours of receipt, certifying that the hours shown are correct and authorizing Manpower to bill Client for the hours worked by the named Assigned Employee. If Client or Client's designated representative are unavailable to approve time slips within forty-eight (48) hours, Manpower is authorized to approve such time slips, and such signed time slips will be conclusive as to the number of compensable hours worked by each Assigned Employee for that workweek, provided that Client will have thirty (30) days to contest any inaccuracies in such time slips. Client agrees that it will not request or require that Assigned Employee work any hours not recorded on a time slip. If Manpower is required to increase wage and/or payroll burden costs at any time during the term of this Order as the direct result of any determination, order or action by any applicable federal, state or local governmental authority, including, but not limited to, paid sick leave, prevailing wage and benefit requirements, or in order to meet Employer Obligations, Client will reimburse Manpower for any such increase or equitable adjustment. Any sales, use, excise or other such tax levied as a result of performance hereunder will be paid by Client.

4. **Term/Termination.** The term length of this Order will be one (1) year from the Effective Date specified above and may be renewed by mutual written agreement of the Parties. Either Party may terminate this Order without cause upon thirty (30) days written notice to the other Party. Notwithstanding any other provision of this Order, either party may terminate this Order immediately in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time periods specified in this Order. Upon termination of this Order, Manpower will promptly provide an invoice to Client for all fees incurred by Client under this Order and Client will pay all amounts set forth on the invoice within thirty (30) days of receipt. Termination of this Order shall terminate all assignments. Notwithstanding any period of performance set forth herein, either Party may terminate an assignment upon reasonable prior written notice, which may be sent via email.

5. **Client's Responsibilities.** Client agrees to supervise and control the work, premises, processes and systems to be performed by Assigned Employee(s) and to review and approve the corresponding work product. In addition, Client will control the development, quality and implementation of the work product and provide the Assigned Associates with a safe

workplace environment. Client will provide Manpower with a job description that accurately summarizes the primary duties of all Assigned Employees. This job description will be provided to Manpower prior to the Assigned Employee's commencing his or her assignment. Client will not make material changes in any Assigned Employee's job duties or risks without Manpower's prior written approval. Client will not entrust any Assigned Employee with unattended property or valuables, such as cash, negotiable instruments, keys, merchandise and confidential or trade secret information, other than as is strictly required by the job description provided to Manpower.

6. **Compliance with Laws.** Manpower shall comply with all applicable national, state and local laws and regulations governing the provision of Services and Manpower's business generally. Client shall comply with all applicable national, state and local laws and regulations governing the work product, performance of work by Assigned Employees and the Client's business generally. The parties agree to comply with all applicable laws regarding non-discrimination in employment, fair labor standards and data privacy.

7. **Confidentiality.** Both parties acknowledge that they may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. During the term of this Order and for one (1) year thereafter, both parties agree to take reasonable measures to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing hereunder or as required by law. Upon the expiration or termination of this Order each Party will return (or, if requested, destroy) the confidential information of the other Party in its possession at the time of termination or expiration.

8. **Mutual Indemnification.** To the extent permitted by law, the Parties agree to defend, indemnify and hold each other and their respective parents, subsidiaries, directors, officers, agents, representatives and employees harmless of and from any and all claims, losses, taxes, penalties and liabilities to the extent caused by their respective negligence, gross negligence, recklessness or willful misconduct or breach of this Order.

9. **Limitation of Liability.** Neither Party shall be liable for or required to indemnify the other Party for any incidental, consequential, exemplary, special or punitive damages, including lost profit, regardless of how characterized and even if such Party has been advised of the possibility of such damages, which arise from the performance of this Order or in connection with this Order, including but not limited to the acts or omissions of any Assigned Employee and regardless of the form of action (whether in contract, tort, negligence, strict liability or otherwise). Manpower's liability for damages hereunder, regardless of the form of action, shall not exceed per claim and in the aggregate the total amount paid under this Order. Neither Party may bring action or institute a proceeding against the other Party more than one (1) year after the event giving rise to such claim.

10. **Insurance.** Manpower will maintain in force during the term of this Order insurance coverage as follows: (i) Workers' Compensation - Statutory with limits as prescribed by applicable state law and Employer's Liability with limits of \$500,000, per accident and in the aggregate; (ii) Comprehensive General Liability and Property Damage Insurance, including coverage for products and completed operations, with limits of at least \$2,000,000 for each occurrence; and (iii) Excess Automobile Liability Insurance, covering any non-owned automobiles, with limits of at least \$1,000,000 for each occurrence; this coverage shall apply only to Assigned Employees who operate vehicles that are not owned, leased or rented by Client. Upon written request, Manpower will deliver to Client copies of certificates of the insurance policies described herein.

11. **Miscellaneous.** This Order contains the entire understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof. No provision of this Order may be amended or waived unless such amendment or waiver is agreed to in writing signed by both Parties. Client represents that in executing this Order, Client did not rely on any inducements, promises or representations by Manpower other than the terms specifically set forth in this Order. Neither Party may, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this Order or delegate any of its obligations under this Order without the other Party's prior written consent. Manpower may provide services directly or through affiliates and/or may subcontract any of its obligations hereunder. Neither Party will be responsible for failure or delay in performance hereunder if the failure or delay is due to labor disputes, strikes (including but not limited to strikes of Client and/or Manpower), fire, riot, war, acts of war (declared or not), insurrections, civil commotion, terrorism, pandemic, natural disaster, acts of God or any other causes beyond the control of the non-performing party. All notices to a Party required under this Order must be in writing to the Party's address above. This Agreement will be governed in all respects by the laws of the State of Wisconsin, without regard to its conflict of laws principles. The parties consent to the jurisdiction of any state or federal court in Wisconsin for the resolution of any disputes in connection with this Agreement.

The Parties represent and warrant that they have full corporate power and authority to execute this Order and to perform their obligations hereunder, and that the person whose signature appears above is fully authorized to execute this Order on behalf of the Party that such person represents.

- Our Field Support Technician rate of pay is \$23.75 per hour
- Ability to work from 12:00 pm to 9:00 pm 2-5 days per week Monday thru Friday. Schedule flexibility is available once all our Smartboards have been updated (see below)
- Auto or transportation is needed since they will be working across Duluth at our school buildings
- Work locations can change daily
- Main job duty will be to update the firmware/software on roughly 580 Smartboard systems across the district
- Desirable experience supporting the following:
  - Windows 10 systems
  - SmartBoards
  - Google Chromebooks
  - Classroom Audio Systems
- Other misc. technology duties
  - YouTube Live Streaming our School Board and Committee Meetings
  - Enrolling Chromebooks
  - Setup of Chromebooks and carts
  - Setup of Chromebooks
  -
- Looking for a two year certificate/degree in computer science, management information systems, technology, or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

**No Cost Contracts Signed  
October 2019**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the month of October 2019:

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
MN Service Cooperatives (MSC)	Asst. Supt.	Supplemental online learning enrollment
Second Harvest Northern Lakes Food Bank	Congdon	Backpack program
Wisconsin Indianhead Technical College (WITC)	Denfeld	Articulation agreement
Second Harvest Northern Lakes Food Bank	Homecroft	Backpack program
Second Harvest Northern Lakes Food Bank	Lakewood	Backpack program
Second Harvest Northern Lakes Food Bank	Lester Park	Backpack program
Second Harvest Northern Lakes Food Bank	Lowell	Backpack program
Boys and Girls Club	Lincoln Park	Provide support to students and staff
Second Harvest Northern Lakes Food Bank	Piedmont	Backpack program



## MSC Online Learning Program Tuition Agreement

District Name: Duluth Public Schools ISD 709

Mailing Address: 215 N. 1<sup>st</sup> Ave E  
Duluth, MN 55802

Main Contact Name: Jeff Horton Title: Assistant Superintendent

Contact Phone: 218-336-8739 Fax: 218-336-8776

Contact E-Mail Address: jeffrey.horton@isd709.org

In an effort to provide expanded educational options for learners and to prepare students for life and work in the 21<sup>st</sup> century, any public school student in Minnesota can apply for supplemental online learning enrollment and have the course paid by MDE via M.S.124D.096. Students can register for courses and MSC Online will submit for OLL funding. Districts with a number of online students may also choose to deliver and/or access the MSC Online Learning Program with an option to benefit with a fee reduction.

Review the following four (4) tuition options available and select one for the District's enrollments:

### *MSC Online Learning Program Tuition Options*

**Basic Option \$1,250 Annual fee**

Basic Option benefits include:

- Access to all courses offered through MSC Online.
- All MSC courses are taught by a licensed MN teacher.
- The fee per semester course is \$450.
- The District will collect the ADM and MSC will bill the District for all course enrollments.
- An enrollment is one student in one semester (.5 credit) course.
- Students may only drop a course during the initial ten (10) calendar day period calculated from the date of the enrollment notification email, and will incur a fee of \$110 per course. A MSC Drop Form must be submitted by a school official.
- All fees will be billed directly to the District.
- Billing for student enrollments/courses will be done at least once each semester.
- The District assumes all responsibilities for any additional costs of the program at their location(s), including equipment/material costs.
- The District is allowed a representative on the MSC Online Advisory Committee.

**Comprehensive Option \$2,250 Annual fee**

Comprehensive Option benefits include:

- Access to all courses offered through MSC Online.
- All MSC courses are taught by a licensed MN teacher.
- The fee per semester course is \$450.
- The District will collect the ADM and MSC will bill the District for all course enrollments.
- An enrollment is one student in one semester (.5credit) course.
- Free hosting for the District's blended/hybrid classroom courses.
- Free basic 1-day training for two (2) district teachers in their blended/hybrid classroom courses.
- Students may only drop a course during the initial ten (10) calendar day period calculated from the date of the enrollment notification email, and will not incur a drop fee.
- All fees will be billed directly to the District.
- Billing for student enrollments/courses will be done at least once each semester.
- The District assumes all responsibilities for any additional costs of the program at their location(s), including equipment/material costs.
- The District is allowed a representative on the MSC Online Advisory Committee.

**Direct bill option No Annual fee**

- Access to all courses offered through MSC Online.
- All MSC courses are taught by a licensed MN teacher.
- The fee per semester (.5 credit) course will be the current ADM amount.
- The District will collect the ADM and MSC will bill the District for all course enrollments.
- Students may only drop a course during the initial ten (10) calendar day period calculated from the date of the enrollment notification email, and will incur a fee of \$110 per course. A MSC Drop Form must be submitted by a school official.
- All fees will be billed directly to the District.
- Billing for student enrollments/courses will be done at least once each semester.
- The District assumes all responsibilities for any additional costs of the program at their location(s), including equipment/material costs.

**NOTE:** Districts choosing not to select one of the Tuition Agreement options listed above may still utilize the MSC Online Learning Program. Students can register for courses and MSC Online will submit to the Minnesota Department of Education for OLL funding via M.S.124D.096.

**Submit to MDE for OLL No Annual fee**

- Access to all courses offered through MSC Online.
- All MSC courses are taught by a licensed MN teacher.
- The District will not collect the ADM.
- MSC Online will submit to MDE for the current ADM funding per semester (.5 credit) course.
- Students may only drop a course during the initial ten (10) calendar day period calculated from the date of the enrollment notification email, and will incur a fee of \$110 per course. A MSC Drop Form must be submitted by a school official.
- Any fees will be billed directly to the District.
- The District assumes all responsibilities for any additional costs of the program at their location(s), including equipment/material costs.

**NOTE:** There is a \$25.00 registration fee charged for any student enrollment submitted which is withdrawn or changed after being processed. This is NOT the same as the drop fee charge within ten (10) calendar days of enrollment.

**MSC Online / Northeast Service Cooperative Responsibilities**

The Northeast Service Cooperative will provide the following program support and resources:

- Access to Course Management System (CMS), including all the resources and tools available as part of the CMS.
- Regional policies and procedures for the equitable use of MSC Online Learning Program resources.
- Regional coordination of the Program, including processing enrollments, creation and maintenance of user accounts and courses, instructional support for teachers, provide academic progress and final grade reports, hold Advisory Committee meetings and Teacher User Group meetings.
- Coordination with the MN Department of Education, including maintenance of Approved Provider status.
- Maintenance of CMS server and Level 2 & Level 3 technical support

***District Responsibilities***

- Provide Level 1 (desktop computer and software) technical support for their students.
- Abide by all Minnesota laws and regulations regarding online learning.
- Abide by Copyright regulations for all MSC Online courses used by the District.
- Abide by appropriate Fair Use and Copyright regulations for any District-created content developed for use on the MSC Online Learning Program system.
- Develop policies and procedures that define the scope of online learning at the District and provide equitable access to online resources within that definition.
- Provide accurate and timely student enrollment, withdrawal, and other pertinent information to MSC Online / Northeast Service Cooperative.

***Term & Termination***

The Term of this Agreement shall commence upon signature and remain in effect while utilizing the MSC Online Program. The District may choose a different tuition option by submitting a new, signed agreement by September 1<sup>st</sup> to begin with the upcoming school year. Tuition options with an annual fee will be billed by September 30<sup>th</sup>.

If the District elects to withdraw from the Agreement in the MSC Online Learning Program during a school year, it will forfeit all prior payment made to the Northeast Service Cooperative. If the District withdraws or fails to fulfill its obligations, as agreed to in this document, the District will forfeit their MSC Online Learning Program Agreement benefits.

We, the undersigned, have read and understand the terms and conditions of this Tuition Agreement between the Northeast Service Cooperative and the District. We agree to abide by this Agreement while utilizing the MSC Online Program. The Tuition Agreement needs to be returned before September 1<sup>st</sup>. Annual fees need to be paid within sixty (60) days.

**DISTRICT ISD#** 709

X Cathryn Elger  
District Representative

10/17/19  
Date

***NORTHEAST SERVICE COOPERATIVE***

X \_\_\_\_\_  
Northeast Service Cooperative Representative

\_\_\_\_\_  
Date

Northeast Service Cooperative  
MSC Online Learning Program  
5525 Emerald Avenue  
Mt. Iron, MN 55768  
218-741-0750  
Web- <http://www.msconline.us>  
Email- [msconline@necsmn.net](mailto:msconline@necsmn.net)



## 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 (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 background check (see Background Check Policy and Procedure).



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 (2) years.
9. Ensure that at least one (1) 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 last Friday of each 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 biennial monitoring 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:

*Kathy Kusch Marshall*

Program Partner Signature (Principal or Executive Director)

*10/1/19*

Date

*KATHY KUSCH MARSHALL*

Printed Name

*Principal*

Title

Make sure to read and sign the 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



*Cathy Erickson* *10/7/19*  
Cathy Erickson, CFO



## 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 *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 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.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks 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 Background Check 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 Background Check 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:**

Kathi Kusch Marshall  
 Program Partner Signature (Principal or Executive Director)

10/1/19  
 Date

Kathi Kusch Marshall  
 Printed Name

10/1/19  
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
Jeana Marshak	✓	
Krissy Eberth	✓	

Cathy Erickson  
**Cathy Erickson, CFO**

Bank is an equal opportunity provider and employer.



## NEW ARTICULATION AGREEMENT PROCESS AND TIMELINE

19-20 Schedule (Target Dates)	Activity	Responsibility of:	
		High School	WITC
Friday, September 6	<ul style="list-style-type: none"> <li>Dual Credit Day notice, articulation handbook, and application link sent to high school instructors</li> </ul>		Career Prep Technician
Tuesday, September 17	<ul style="list-style-type: none"> <li>Deadline for high school instructors to: (a) Complete WITC application w/required documentation (b) RSVP for Dual Credit Day</li> </ul>	High School Instructors	
By Monday, September 30	<ul style="list-style-type: none"> <li>Reviews application materials to determine if instructors meet credentialing requirements; communicates results</li> <li>High school instructors provided with:                             <ul style="list-style-type: none"> <li>Teacher articulation eligibility (dual credit or advanced standing) and instructions regarding curriculum</li> <li>Course checklists</li> <li>Dual Credit Day schedule</li> </ul> </li> </ul>		HR Staff  Career Prep Technician
Friday, October 4	<ul style="list-style-type: none"> <li>Deadline for high school instructors to submit completed AS checklists and portfolios</li> </ul>	Advanced Standing High School Instructors	
By Wednesday, October 9	<ul style="list-style-type: none"> <li>WITC Mentors assigned to HS instructors and scheduled for Dual Credit Day</li> <li>Completed Articulation Checklists forwarded to mentors</li> </ul>		Associate Deans  Career Prep Technician
By Friday, October 18	<ul style="list-style-type: none"> <li>Deadline for mentors to share course outcome summaries with dual credit teachers or seek additional information from AS instructors if checklists were incomplete</li> </ul>		WITC Mentors
Wednesday, October 23 Dual Credit Day WITC-Rice Lake	<ul style="list-style-type: none"> <li>Participate in <b>WITC Dual Credit Day</b> to initiate new and/or review existing dual credit agreements for the <u>following school year</u>.</li> <li>Articulation Checklists are reviewed, signed, and submitted. If not ready for signature, document what is needed and submit.</li> </ul>	High School Instructors and Administrators  High School Instructors	DC Mentors, Academic Deans, Career Prep Staff WITC Mentors
By Wednesday, January 1	<ul style="list-style-type: none"> <li>Articulation Checklists are completed and Advanced Standing forms are signed and submitted. (If not done on Dual Credit Day.)</li> </ul>	High School Instructors	WITC Mentors Career Prep Technician
By Friday, January 31	<ul style="list-style-type: none"> <li>Agreements are finalized, signed, and distributed to High School instructors</li> </ul>		Career Prep Technician

### CLASSROOM VISITS BY WITC CAREER SPECIALISTS

WITC Career Specialists can visit high school dual credit classes to help students understand the importance of college coursework and grading on a college transcript, provide information on the transferability of the dual credit course to WITC and other colleges, and discuss various career pathways and options related to the course in which they are enrolled.

To have a Career Specialist visit with your students, please contact Natalie Landgreen at [Natalie.Landgreen@witc.edu](mailto:Natalie.Landgreen@witc.edu).

# WITC ARTICULATION AGREEMENT

## School District of Denfeld (Duluth) 2019-2020

Condition for all courses listed on this agreement: • Advanced Standing (AS): Grade of B or better (3.0 GPA)  
 • Dual Credit (DC): Grade of C or better (WITC scale)

**NOTE:**

- When enrolling at WITC, students eligible to receive advanced standing credit must present a copy of their high school transcript for verification of coursework completed.
- All MS Office courses (marked with an \* below, if applicable) must use 2019 MS Office applications.

High School	HS Teacher	WITC Course Number	WITC Course Title	# of WITC Credits	AS/DC	High School Course Title
Denfeld (Duluth)	Soland, Stewart	32404380	Automotive Brake Systems	1 of 3	AS	Automotive Basics: Brakes and Engines
Denfeld (Duluth)	Soland, Stewart	32404375	Automotive Fundamentals	2	AS	Automotive Basics: Brakes and Engines
Denfeld (Duluth)	Soland, Stewart	32404379	Suspension & Alignment	1 of 3	AS	Automotive Basics: Transmission and Suspension



## 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 Elementary School (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 background check (see Background Check Policy and Procedure).



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 (2) years.
9. Ensure that at least one (1) 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 last Friday of each 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 biennial monitoring 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:

10.10.19

Program Partner Signature (Principal or Executive Director)

Date

Thomas Cawcutt

Principal

Printed Name

Title

Make sure to read and sign the 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



Cathy Erickson, CFO



## 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 *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 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.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks 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 Background Check 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 Background Check 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*  
 Program Partner Signature (Principal or Executive Director)

10.10.19  
 Date

Thomas Cawcutt  
 Printed Name

Principal  
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
<i>Sally Sundeen</i>	X	
<i>Sarah Hodgson</i>	X	
<i>Linda Hagstrom</i>	X	
<i>Lori Jackson</i>	X	

*Cathy Erickson*  
**Cathy Erickson, CFO**

nk is an equal opportunity provider and employer.



## 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 Rakewood School (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 background check (see Background Check Policy and Procedure).



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 (2) years.
9. Ensure that at least one (1) 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 last Friday of each 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 biennial monitoring 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]*

*10/16/19*

Program Partner Signature (Principal or Executive Director)

Date

*DARREN SHELDON*

*Principal*

Printed Name

Title

Make sure to read and sign the 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



*Catherine Erickson*



## 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 *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 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.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks 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 Background Check 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 Background Check 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:**

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

10-16-19  
 Date

DARREN SHELDON  
 Printed Name

PRINCIPAL  
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
DARREN SHELDON	X	
SANDRA COYLE	X	
CAROL CHESI AK		X

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

*[Handwritten Signature]*  
 Catherine Erickson, CFO



## 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 Lester Park School (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 background check (see Background Check Policy and Procedure).



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 (2) years.
9. Ensure that at least one (1) 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 last Friday of each 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 biennial monitoring 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:

Sue Lehna  
Program Partner Signature (Principal or Executive Director)

10-21-19  
Date

SUE LEHNA  
Printed Name

Principal  
Title

Make sure to read and sign the 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



Catherine Erickson  
Catherine Erickson, CFO



## 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 *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 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.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks 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 Background Check 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 Background Check 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:**

Sue Lehna 10-21-19  
 Program Partner Signature (Principal or Executive Director) Date  
Sue Lehna Principal  
 Printed Name Title

Names of program staff or volunteer(s):	Staff	Volunteer
Julie Davern	X	
Ron Lake	X	
Maddie Zulk (intern)	X	

Food Bank is an equal opportunity provider and employer.

Catherine Erickson  
 Catherine Erickson, CFO



## 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 Elementary- Duluth Public Schools (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 background check (see Background Check Policy and Procedure).



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 (2) years.
9. Ensure that at least one (1) 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 last Friday of each 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 biennial monitoring 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:

*Jen Larva*

Program Partner Signature (Principal or Executive Director)

Jen Larva

Printed Name

9/24/19  
Date

Principal

Title

Make sure to read and sign the 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



*Cathy Erickson*  
Cathy Erickson, CFO



## 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 *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 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.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks 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 Background Check 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 Background Check 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)

10/10/19  
 Date

Jen Larva  
 Printed Name

Principal  
 Title

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

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

Catherine Erickson  
 Catherine Erickson, CFO

**AGREEMENT BETWEEN BOYS AND GIRLS CLUBS OF THE NORTHLAND AND  
THE DULUTH PUBLIC SCHOOLS, ISD #709**

**I. BACKGROUND AND INTENT**

This Agreement is between Boys and Girls Clubs of the Northland (Contractor) and the Duluth Public Schools, Independent School District (ISD) #709 (District).

WHEREAS, the sole purpose of this Agreement is to define the relationships, benefits, and responsibilities of Boys and Girls Clubs of the Northland and the Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth Public Schools desires to provide a quality, comprehensive education to each student by further supporting students' academic, social-emotional and behavioral needs through community partners available on site at Lincoln Park Middle School (LPMS);

WHEREAS Lincoln Park Middle School is a Full-Service Community School and seeks to provide students and staff with academic and social-emotional support and resources;

WHEREAS, Boys and Girls Clubs of the Northland, desires to have staff available at Lincoln Park Middle School to provide support to students and staff;

**Therefore, Boys and Girls Clubs of the Northland and the Duluth Public Schools agree that it is in the best interests of all concerned to enter into this Agreement.**

**II. ROLES AND RESPONSIBILITIES**

**Roles of Boys and Girls Clubs of the Northland and Duluth Public Schools**

It is understood that Boys and Girls Clubs of the Northland and Duluth Public Schools staff must work together as a team to effectively meet the needs of Duluth Public Schools students, and all parties to communicate any pertinent information or concerns that affect the overall success of the Agreement in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

**Role of Boys and Girls Clubs of the Northland**

Boys and Girls Clubs of the Northland will:

1. Meet with designated Lincoln Park Middle School staff to plan a system of support.
2. Provide support on site at Lincoln Park Middle School.
3. Employ and be responsible for its staff placed at Lincoln Park Middle School.
4. Maintain appropriate professional liability insurance.
5. Share student information with school staff as needed and with the consent of the student/responsible parent or caregiver.

6. Conduct appropriate background checks to ensure that Boys and Girls Clubs of the Northland staff are not legally restricted from performing the duties of their job in a school setting.
7. Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

### **Role of Duluth Public Schools/Lincoln Park Middle School**

Duluth Public Schools/Lincoln Park Middle School will:

1. Meet with Boys and Girls Clubs of the Northland staff to plan a system of support.
2. Provide Boys and Girls Clubs of the Northland staff with appropriate space.
3. Inform school staff of the support available through Boys and Girls Clubs of the Northland.
4. Work in partnership with staff at Lincoln Park Middle School.
5. Share student information with Boys and Girls Clubs of the Northland staff as needed and with the consent of the student/responsible parent or caregiver.
6. Meet periodically with Boys and Girls Clubs of the Northland designated staff to review the working relationship in order to address any concerns and promote an active partnership.

### **III. GENERAL TERMS**

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

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

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

**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 compensation, and any other taxes or business license fees as required.

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

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

**Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools  
Attn: Rachel Thapa, 215 North 1<sup>st</sup> 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: Boys and Girls Clubs of the Northland,  
Attn: Ted Hoffman, 102 S. 29th Ave. W., Suite 200, P.O. Box 16435, Duluth, MN, 55816.

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

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

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

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

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

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

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

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

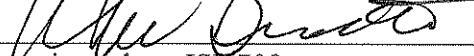
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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

**Terms.** This Agreement will begin effective the date of 10-01-19 and will remain in effect unless either party provides written notice of non-renewal three months before the annual termination date. Otherwise, this agreement may be terminated in accordance with the section on Termination below.

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

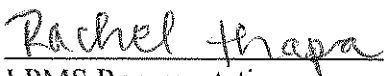
**Confidentiality.** Boys and Girls Clubs of the Northland and the Duluth Public Schools agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Boys and Girls Clubs of the Northland and the Duluth Public Schools agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, student releases will be secured before confidential student information is exchanged. Confidential student information will be handled with the utmost discretion and judgment.

Signed:   
Superintendent, ISD709


Date: 10/8/19

Signed:   
CFO, Executive Director of Business Services, ISD709

Date: 10/7/19

Signed:   
LPMS Representative

Date: 09-30-19

Signed:   
Boys and Girls Clubs of the Northland Representative

Date: 9/30/19



## 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 background check (see Background Check Policy and Procedure).



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 (2) years.
9. Ensure that at least one (1) 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 last Friday of each 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 biennial monitoring 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)

10-21-19  
Date

Beth Sherman  
Printed Name

Title  
Title

Make sure to read and sign the 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



Cathy Erickson  
**Cathy Erickson, CFO**



## 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 *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 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.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks 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 Background Check 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 Background Check 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:**

Beth Sherman  
 Program Partner Signature (Principal or Executive Director)

10-21-19  
 Date

Beth Sherman  
 Printed Name

10-21-19  
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
Jessica Bradley	social worker	
John Yang	Integration	
Jacob Laurent	Dean	
Maya Vukelich	social worker	

akes Food Bank is an equal opportunity provider and employer.

Catherine Erickson  
 Catherine Erickson, CFO



# School Nutrition Programs

## Renewal of Contract for Vended Meals

### School Year 2019-20

Upon mutual agreement of the School Nutrition Programs (SNP) school food authority (SFA) and the Vendor, a SNP Contract for Vended Meals may be renewed for subsequent one-year terms after the original contract. Program regulations (7 CFR 210.16) allow a contract to be renewed up to four times (total of five years). State law for public schools (Minnesota Statutes section 123B.52) allows an SNP Contract for Vended Meals to follow the federal rule for up to four renewals if federal program requirements are met.

This template must be used for contract renewal, without change to any provisions except for inserting required information. No material changes may be made to the original contract.

#### 1. Definitions

"SFA" refers to the school food authority that is contracting for the meals and will claim the meals for SNP reimbursements.

SFA: Harbor City International School

SFA's Cyber-Linked Interactive Child Nutrition System (CLICS) Identification Number: 1000005760

"Vendor" refers to the company, school or other organization providing meals to the SFA:

Vendor: Duluth School District/ISD #709

"Original contract" refers to the first year of the contract, which started on 9/1/2012

#### 2. Renewal of Contract

SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. The contract may be renewed a maximum of four times (a total of five years including the original contract).

This is the 7<sup>th</sup> year of the contract, counting the original contract and all renewals.

Start Date for Renewed Contract: 9/3/19 End Date for Renewed Contract: 6/5/2020

#### 3. Adjustments to Contract

SFA and Vendor agree to the terms of the original Contract for Vended Meals, as adjusted here, for the term of the renewed contract.

##### a. Financial Terms

SFA will pay the fixed meal prices specified in the original contract, as adjusted here. Vendor will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices. For each meal service, the table below shows the 2018-19 meal price, the mutually agreed percentage increase, and the 2019-20 meal price (rounded to the nearest whole cent). The percentage increase may not exceed 2.5 percent (the increase in the cost of Food Away from Home from the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, for the 12 months ending December 2018.)

SFA and Vendor mutually agree to the 2019-20 meal prices shown below:

Meal Type	2018-19 Price	Percentage Increase	2019-20 Price
<b>Unitized Meal</b>	\$ 3.25	<u>2.5</u> %	\$ 3.33
	\$	_____ %	\$
	\$	_____ %	\$

**b. Non-Financial Terms**

Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made without rebidding.

Describe any adjustments to non-financial terms here: \_\_\_\_\_

**4. USDA Foods**

If Vendor will use USDA Foods in the preparation of meals at its commercial facility, Vendor is a processor of USDA Foods as defined in federal regulations (7 CFR 250.3). Vendor acknowledges that it will be required to enter into an In-State Processing Agreement with the Minnesota Department of Education or, if Vendor operates in multiple states, a National Processing Agreement with the U.S. Department of Agriculture, and to comply with the terms of the processing agreement.

Vendor will credit SFA for the cash value of USDA Foods received for use. Costs to Vendor of receiving and using USDA Foods are included in the fixed meal charges. Vendor will not charge any fees, or request reimbursement of any costs, related to USDA Foods.

SFA confirms that it has fully received credits for USDA Foods for school year 2018-19 or at a minimum for school year 2017-18 before renewing the contract for 2019-20, as documented on the Reconciliation of Credits for USDA Foods form or other documentation.

**5. Termination**

SFA or Vendor may terminate this contract for cause as allowed in the original contract. The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

**6. Summer Food Service Program (If applicable)**

Meal Patterns: Vendor will provide SFSP meals that meet the requirements for the following meal patterns:

- Summer Food Service Meal Pattern
- Child and Adult Care Food Program Meal Pattern for Children Ages 1-6
- Child and Adult Care Food Program Meal Pattern for Infants
- National School Lunch and Breakfast Programs Meal Patterns

Unitized Meals: Vendor will provide unitized meals for all SFSP sites unless the box below is checked to request MDE approval of non-unitized / bulk meal service for one or more sites.

- Vendor will provide non-unitized meals for SFSP, with instructions on the planned portion size for each food component. MDE's approval of SFA's SFSP application approves SFA for a waiver from the SFSP requirement to provide unitized meals.
- Offer versus Serve (OVS): One or more sites receiving bulk food will use the OVS provision when serving SFSP meals. SFA and Vendor will coordinate regarding OVS requirements.

7. Vendor Certification Statements

Total estimated contract payments during the renewal year are: \$ 24,500

Check one:

- The contract amount is expected to be less than \$100,000. A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions (signed by Vendor) is attached to this contract.
- The contract amount is expected to be \$100,000 or more. In addition to the certification listed above, a Certification Regarding Lobbying (signed by Vendor) and, if applicable, a Disclosure of Lobbying Activities (signed by Vendor) are attached to this contract.

SIGNATURES

SFA Name: Harbor City International School

Name of SFA's Authorized Representative: Tim Tydlacka

Title: Executive Director

Signature of Authorized Representative: [Signature]

Date: 10/18/19

Vendor Name: Duluth School District/ISD #709

Name of Vendor's Authorized Representative: Catherine Erickson

Title: CFO/Director of Business Services

Signature of Authorized Representative: [Signature]

Date: \_\_\_\_\_

Vendor Contact: Pamela Bowe, R.D.L.D.

Title: Food Service Director

Phone: 218-336-8707

Email: pamela.bowe@isd709.org

## INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT FORM

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the certification form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary-covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties List data on the federal System for Award Management website (EPLS).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

## LOWER-TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

Read instructions on previous page before completing certification.

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vendor Name: Duluth School District/ISD #709

Award Number or Project Name: National School Lunch Program

Name of Authorized Vendor Representative: Catherine Erickson

Title: CFO/Business Manager

Signature: *Catherine Erickson*

Date: 10-7-19

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Duluth School District / ISD # 709

Award Number or Project Name: National School Lunch Program

Name of Authorized Vendor Representative: Catherine Erickson

Title: CEO

Signature: Catherine Erickson

Date: 10-7-19

230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • [gregfollmer@gmail.com](mailto:gregfollmer@gmail.com)

November 7, 2109

William Gronseth  
Superintendent of Schools

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

Cathy Erickson  
CFO/Executive Director of Business Services

Duluth Public Schools  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802

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

#### **Hartley Residential Lots**

- Under Contract.

#### **800 E. Central Entrance "Central High School Property"**

- Inquiries and continued follow up and discussions have been ongoing with several developers and potential purchasers.
- In the process of scheduling a property tour for the 2<sup>nd</sup> week of November.
- Networking with developers and brokers is ongoing.
- Conference calls and ongoing communication with national developer and we continue to support them by providing market data. They are considering making an offer.

#### **Website Advertising**

- Loopnet – visible to CoStar members
- MNCAR – Minnesota Association of Commercial Realtors – membership data base
- GregFollmer.com
- Crexi.com – publicly accessible site
- Social Media Sites Facebook, Twitter, Instagram

Respectfully,  
Greg Follmer  
Broker

# Facilities Management & Capital Project Status Report

## October 2019

150

### **Facilities Management – Maintenance and Operations - General**

- In the past month the Facilities maintenance crews have completed 435 work orders, and are currently working on 311 open work orders.
- Facilities maintenance trade crews are currently scheduled at Laura MacArthur Elementary School.
- Stowe Nature Playscape will be partially installed by volunteers this fall.
- Discussions are occurring with the City of Duluth to update our Joint Power Use and lease Agreements.

### **Capital Construction:**

- The LTFM 10 Year Plan PSS Track Replacement project is completed. The track is ready and safe for use next spring. I am currently working with the contractor and design professionals to determine appropriate solutions for some minor deviations in slope of the track to allow proper drainage.
- Federal COPS grant work for 12 sites is proceeding. I anticipate work to be complete by early New Year.
- Work has begun through KA and Sourcewell for the LTFM HOCHS Fire Alarm System replacement project. This system is antiquated and we have a citation to replace from the fire marshal.
- Work is completed at the two MDE Safe Schools grant projects – Denfeld and Rockridge. New security features will be implemented at the same time as the 12 other sites funded by the Federal grant.
- Work is being done to bid the FY-21 LTFM 10 Year Plan Rockridge Roof Replacement Project.
- Work is being done to bid the FY-21 LTFM 10 Year Plan Congdon Park Tuck Pointing Project.
- A meeting will occur Nov 7<sup>th</sup> with LHB to determine potential causes and action plan to resolve the mortar failure on the HOCHS 2<sup>nd</sup> street retaining wall that was re-constructed in 2015-2016.

### **Building Operations**

- Operations have filled the open fireperson II position at Ordean East Middle School with an internal applicant. As a result, a not assigned floater custodian position is open for transfer. In addition, operations have a custodian position open at Piedmont Elementary and East High School. These postings will be closed very soon and will be filled as soon as possible.
- Recently a custodian position was filled at Denfeld with an external applicant along with an internal applicant filling a maintenance custodian position at Congdon.

### **Health, Safety & Environmental Management**

Environmental/Health/Safety

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- Lakewood water tests for lead and copper were below the action level. Results were posted as required.
- Congdon Park fire inspections were completed. Minor discrepancies were corrected.

### Workers' Compensation Activities - September

- 33 First report of incidents
- 8 OSHA recordable incidents

### 2019 YTD Incidents

- 233 First report of incidents received
- 27 OSHA recordable incidents
- 123 Days away from work
- 329 Days of restricted work

### Emergency Response

- Continued working on radio systems to improve signals in the buildings; Ordean completed, Lincoln in progress.

### Emergency Response - Power Outages:

- Multiple power outages occurred when a storm went through the city. In the event of a power outage the facilities department follows a Power Outage Plan. This plan includes a list of duties for facilities personnel and a list of contacts to assist in keeping the schools safe during an outage. Generators supply temporary, reduced power to the buildings during an outage. They supply power to emergency lighting, main bathroom fixtures, select front office outlets, smoke dampers, fire alarms, elevator lights, IT rooms, and generator louvers.

### Emergency Response Crisis Management:

- In the event of an emergency everyone is encouraged to follow the guidelines set forth in the Emergency Response Crisis Management (ERCM) manual. The District divides crisis response into three areas:
- ERCM Manual – Building leaders and administrators have access to the manual which is designed to maximize the safety and welfare of all students, staff, and visitors by promoting emergency preparedness district-wide. The in-depth four-part manual (Prevention, Preparedness, Response, and Recovery) outlines information including role definitions during a crisis, planning for a crisis including drills, response guidelines for multiple emergencies, and steps to assist in the recovery stage after a crisis.
- Site Plan – The site-specific plan is to help School Incident Commanders and staff to respond effectively in the event of an emergency. The plan includes information such as communication devices, emergency team contact information, staff with first aid training, assembly areas, evacuation locations, staging areas for individuals with disabilities, and other preparation checks to be completed annually.
- Classroom Guide – The classroom guide is used to assist staff members during a crisis. It includes response actions for a variety of situations (active threats, lockdowns, evacuations, etc.), emergency contact information, and evacuation locations.

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