



## Sponsor-State Agreement for Minnesota Child Nutrition Programs

Instructions: Read this agreement thoroughly before signing. Throughout this document, the organization responsible for administering the child nutrition program(s) will be referred to as the Sponsor. By submitting this agreement to the Minnesota Department of Education (MDE), the Sponsor's authorized representative has electronically signed this agreement. Once the Agreement has been electronically signed by MDE's authorized representative, it is legally binding on both the Sponsor and MDE.

Sponsor Name DULUTH ISD # 709  
Sponsor ID Number 1000003456 Federal Tax ID Number 416003776  
Address 4316 RICE LAKE ROAD City DULUTH State MN Zip Code 54811

Enter the name and title of Sponsor's authorized representative, who certifies they are authorized by the Sponsor to sign this agreement.

Sponsor Representative Name: CATHERINE ERICKSON  
Sponsor Representative Title: CHIEF FINANCIAL OFFICER

### 1. Purpose

This is an agreement between MDE and the Sponsor that sets out the requirements for the Sponsor to administer one or more of the Child Nutrition Programs (CNPs) of the U.S. Department of Agriculture (USDA) and the Minnesota Kindergarten Milk Program (MKMP), as programs are approved or discontinued each year by MDE. The agreement continues to be effective as long as the Sponsor continues to be approved to participate in any Program or until terminated as described below.

During any period that the Sponsor contracts with a vendor to provide food service management or meals as allowed by program regulations, the Sponsor must ensure that program requirements are met. These requirements include, but are not limited to, the Sponsor retaining control of the quality, extent and general nature of its food service in addition to ensuring the meal pattern and nutrition requirements, Program, Procurement, and Financial accountability requirements, and all record retention requirements of this agreement are met.

## 2. Participation in Child Nutrition Programs

Upon execution of this agreement, MDE authorizes the Sponsor to participate in the following CNP(s):

- National School Lunch Program (NSLP) / Food Distribution Program (FDP)

For NSLP, please check all box(es) that apply:

- Afterschool Care Snack

- Seamless Summer Option

- School Breakfast Program (SBP)

- Child and Adult Care Food Program (CACFP) including At-Risk Afterschool Meals

For CACFP, please check one box:

- Independent Center, as defined in 7 CFR 226.2

- Sponsoring Organization, as defined in 7 CFR 226.2 (*a Sponsor responsible for the Program in: at least one day care home; at least one center which is legally distinct from the Sponsor; or multiple sites*)

- Summer Food Service Program (SFSP)

- Special Milk Program (SMP)

- Minnesota Kindergarten Milk Program (MKMP)

Updates to the Child Nutrition Programs covered by this agreement ("covered programs"), including required annual program application updates, may be made at any time, pending approval by MDE.

## 3. Statutory Authority

Federal: Richard B. Russell National School Lunch Act (42 US Code 1751 et seq) and the Child Nutrition Act of 1966 (US Code 1771 et seq).

State: Minnesota Kindergarten Milk Program (Minnesota Statutes section 124D.118).

## 4. Federal Regulations

The Sponsor must meet the requirements in the Code of Federal Regulations (CFR) for covered programs during the periods that the Sponsor is approved to administer each program.

- a. These federal financial regulations apply while the Sponsor is approved to administer any federal Child Nutrition Program:
  - i. 2 CFR parts 200 and 400 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

- ii. 2 CFR 415 – General Program Administrative Regulations
- b. These federal regulations apply during periods that the Sponsor is approved to administer School Nutrition Programs including USDA Foods:
  - i. 7 CFR 210 – National School Lunch Program (includes an Afterschool Snack program and Seamless Summer Option program)
  - ii. 7 CFR 220 – School Breakfast Program
  - iii. 7 CFR 245 – Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools
  - iv. 7 CFR 250 – Donation of Foods for Use in the United States, Its Territories and Possessions and Areas under Its Control
- c. These federal regulations apply during periods when the Sponsor is approved to administer the Child and Adult Care Food Program:
  - i. 7 CFR 226 – Child and Adult Care Food Program (includes At-Risk Afterschool Meal program)
  - ii. 7 CFR 240 – Cash In Lieu of Donated Foods
- d. These federal regulations apply during periods when the Sponsor is approved to administer the Summer Food Service Program:
  - i. 7 CFR 225 – Summer Food Service Program
  - ii. 7 CFR 250 – Donation of Foods for Use in the United States, Its Territories and Possessions and Areas under Its Control
- e. Federal regulations that apply during periods when the Sponsor is approved to administer the Special Milk Program:
  - i. CFR 215 – Special Milk Program
  - ii. CFR 245 – Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools

## 5. Duration and Termination

This agreement is effective as of the date the agreement has been executed by both parties and remains in effect for covered programs and associated time periods until the agreement is terminated. This agreement may be terminated in accordance with the program statutes, program regulations, and guidance. The agreement also terminates if the Sponsor notifies MDE that it will not participate in any Child Nutrition Program, unless regulations for a covered program require the agreement to remain in effect. This agreement terminates if the Sponsor does not participate in any Child Nutrition Program for two consecutive program years.

## 6. Amendments

MDE can make amendments to this agreement, which are not subject to approval by the Sponsor. If MDE amends the agreement, the Sponsor must meet the requirements of the amendment or terminate the agreement. The Sponsor may propose amendments to this agreement, which must be approved by MDE. The Sponsor may add or delete covered programs each program year, or within a program year, subject to MDE approval.

## 7. Program Requirements

The Sponsor agrees to meet all requirements for each covered program, including, but not limited to, regulations, statutes, handbooks, instructions, and guidance issued by USDA and the State of Minnesota.

Program requirements listed in this agreement do not include all program requirements. MDE may establish additional requirements for participation in the programs which are not inconsistent with the provisions of 7 CFR 210, 215, 220, 225, 226, and 250.

a. School Nutrition Programs

i. National School Lunch Program, School Breakfast Program and Food Distribution Program

This section applies for each program year that the Sponsor is approved by MDE to participate as a School Food Authority (SFA) in the National School Lunch Program, including the Afterschool Snack and Seamless Summer Option, the Food Distribution Program, and, if applicable, the School Breakfast Program. The Sponsor must meet requirements in 2 CFR parts 400 and 415 in addition to 7 CFR parts 210, 220, 245, and 250, as applicable, including but not limited:

- A. Maintain a nonprofit school food service and observe the requirements for, and limitations on, the use of nonprofit school food service revenues set forth in 7 CFR 210.14 and 220.13 and use all revenues received by such food service only for the operation or improvement of that food service except that facilities, equipment, and personnel support with funds provided by a program may be used to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 *et seq.*);
- B. Limit its net cash resources to an amount that does not exceed three months average expenditures for its nonprofit school food service or such other amount as may be approved by MDE in accordance with 7 CFR 210.19(a);
- C. Maintain a financial management system as prescribed by 7 CFR 210.14(c) and MDE;
- D. Comply with regulations regarding financial management (2 CFR part 200, subpart D and USDA implementing regulations 2 CFR parts 400 and 415);
- E. Serve lunches and, if applicable, breakfasts, which meet the minimum requirements prescribed in 7 CFR 210.10 and 7 CFR 220.8, during meal periods designated by the school and limit any competitive food services as required in 7 CFR 210.11 and 220.12.
- F. Price the school meal as a unit;
- G. Serve school meals free to all children who are determined by the Sponsor to be eligible for free or reduced-price school meals under 7 CFR part 245 using state aid provided in Minnesota Statutes 124D.111 and 124D.1158 to serve school meals at no charge to children eligible for reduced-price school meals;
- H. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price, and paid lunches served to eligible children in accordance with 7 CFR 210 and, if applicable, 7 CFR 220. Agree that the school food authority official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy. Acknowledge that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension, or termination of the program. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR 210.26 shall apply.
- I. Count the number of free, reduced-price, and paid reimbursable meals served to eligible children at the point of service or through another counting system approved by MDE;
- J. Submit Claims for Reimbursement in accordance with 7 CFR 210.8 and 220.11 and MDE procedures;
- K. Comply with USDA regulations respecting nondiscrimination (7 CFR 15, 15a, 15b);

- L. Make no discrimination against any child because of their eligibility for free or reduced-price meals in accordance with the Sponsor's approved Free and Reduced Price Policy Statement;
- M. Make no discrimination against any child because of their inability to pay the full price of the breakfasts;
- N. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with applicable state and local laws and regulations, and comply with the food safety requirements of 7 CFR 210.13 and 220.7(a)(2)-(3);
- O. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered by USDA as donated foods in accordance with 7 CFR 250;
- P. Maintain necessary facilities for storing, preparing and serving food;
- Q. Upon request, make all accounts and records pertaining to the school food service available to MDE, to USDA, and the Office of Administration (OA) for audit or review, at a reasonable time and place. Such records shall be retained for a period of three years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit;
- R. Maintain files of currently approved and denied Applications for Educational Benefits that document eligibility for free and reduced price school meals.
- S. Maintain direct certification documentation obtained from MDE or local agency, or other appropriate individual, as specified by USDA Food and Nutrition Service (FNS), indicating that:
  - 1) The child in the household is receiving benefits from SNAP or MFIP, as defined in 7 CFR 245.2; if one child is receiving such benefits, all children in the household are considered to be directly certified;
  - 2) The child is a homeless child, as defined in 7 CFR 245.2;
  - 3) The child is a runaway child, as defined in 7 CFR 245.2;
  - 4) The child is a migrant child, as defined in 7 CFR 245.2;
  - 5) The child is a Head start child, as defined in 7 CFR 245.2; or
  - 6) The child is a foster child, as defined in 7 CFR 245.2.
- T. Retain eligibility documentation submitted by families for a period of three years after the end of the fiscal year to which they pertain or as otherwise specified.
- U. No later than December 31 of each year, provide MDE with a list of all schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day the preceding October. The State agency may designate a month other than October for the collection of this information, in which case the list must be provided to the State agency within 60 calendar days following the end of the month designated by the State agency. In addition, each school food authority shall provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals.
- V. Revenues received by the nonprofit school food service shall not be used to purchase land or buildings or to construct buildings.
- W. In accordance with Minnesota Statutes section 124D.111 (Lunch Aid; Food Service Accounting) and section 124D.114 (Lactose Reduced Milk), the Sponsor will meet state requirements for food and food service accounting and MDE will provide state school lunch and breakfast aid to the Sponsor.

- X. If the Sponsor is a school district, MDE will annually notify the Sponsor if any of its public school sites that provide school lunch are required to also offer a school breakfast program in accordance with Minnesota Statutes section 124D.117, based on the public school having had least 33 percent of school lunches served free or at reduced price in the second preceding year. The Sponsor may request an exemption for the school year if fewer than 25 students are expected to participate in a school breakfast program.

- ii. Afterschool Care Snacks

If applicable, the Sponsor will meet requirements for schools under its jurisdiction that participate in the Afterschool Snack component of the National School Lunch Program, including but not limited to:

- A. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR 210.10;
- B. Price the meal supplement as a unit;
- C. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;
- D. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
- E. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
- F. Claim reimbursement for no more than one meal supplement per child per day;
- G. Review each afterschool care program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
- H. Comply with all requirements of this 7 CFR part 210, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by 7 CFR 210.9(b)(9)).

- b. Child and Adult Care Food Program (includes At-Risk Afterschool Meal program)

The Sponsor will meet program requirements for sites under its jurisdiction that participate in the Child and Adult Care Food Program (CACFP), including the At-Risk Afterschool Meal program. Requirements include but not limited to:

- i. This agreement does not eliminate the need for the Sponsor to comply with the CACFP reapplication and related provisions; nor does it limit MDE's ability to terminate the agreement.
- ii. The Sponsor accepts final financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements under 7 CFR 226. The Sponsor must comply with all requirements of title VI of the Civil Rights Act of 1964, title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Department's regulations concerning nondiscrimination (7 CFR parts 15, 15a and 15b), including requirements for racial and ethnic participation data collection, public notification of the nondiscrimination policy, and reviews to assure compliance with such policy, to the end that no person may, on the grounds of race, color, national origin, sex, age, disability, or reprisal or retaliation for any prior civil rights activity, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, the Program.
- iii. MDE, USDA, and other state or federal officials have the right to make announced or unannounced reviews of operations including, sponsor, site, and vended meals preparation sites during the

Sponsor's normal hours of child or adult care operations, and anyone making such reviews must show photo identification that demonstrates that they are employees of one of these entities. All program records must be available at Sponsoring Organization's office or site locations during these visits.

- iv. Sponsor will comply with the applicable CACFP provisions for an At-Risk Afterschool Care Center.

c. Summer Food Service Program

Sponsor will meet program requirements for sites under its jurisdiction that participate in the Summer Food Service Program, including but not limited to:

- i. Operate a nonprofit food service during the period specified, as follows and on the application: (i) From May through September for children on school vacation; (ii) At any time of the year, if the Sponsor administers the Program under a continuous school calendar system; or (iii) During the period from October through April, if the Sponsor serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by MDE, a similar cause.
- ii. For school food authorities, offer meals which meet the requirements and provisions set forth in 7 CFR 225.16 during times designated as meal service periods by the Sponsor, and offer the same meals to all children;
- iii. For all other Sponsors, serve meals which meet the requirements and provisions set forth in 7 CFR 225.16 during times designated as meal service periods by the Sponsor, and serve the same meals to all children;
- iv. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program;
- v. Issue a free meal policy statement in accordance with 7 CFR 225.6(c);
- vi. Meet the training requirement for its administrative and site personnel, as required under 7 CFR 225.15(d)(1);
- vii. Claim reimbursement only for the type or types of meals specified in the application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the application and served without charge to children who meet the Program's income standards. The site application shall specify the approved levels of meal service for the Sponsor's sites if such levels are required under 7 CFR 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by MDE;
- viii. Submit claims for reimbursement in accordance with procedures established by MDE, and those stated in 7 CFR 225.9;
- ix. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable state and local laws and regulations;
- x. Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by USDA;
- xi. Have access to facilities necessary for storing, preparing, and serving food;
- xii. Maintain a financial management system as prescribed by MDE;
- xiii. Maintain on file documentation of site visits and reviews in accordance with 7 CFR 225.15(d) (2) and (3);
- xiv. Upon request, make all accounts and records pertaining to the Program available to state, federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a period of three years after the end of the fiscal year to which they

pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved;

- xv. Maintain children on site while meals are consumed; and
- xvi. Retain final financial and administrative responsibility for its program.

d. Special Milk Program

The Sponsor will meet program requirements for schools and child care institutions under its jurisdiction that participate in the Special Milk Program, including but not limited to:

- i. Operate a nonprofit milk service. However, school food authorities may use facilities, equipment, and personnel supported with funds provided to a school food authority under 7 CFR 215 to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 *et seq.*).
- ii. If electing to provide free milk:
  - A. Serve milk free to all eligible children, at times that milk is made available to non-needy children under the Program; and
  - B. Make no discrimination against any needy child because of their inability to pay for the milk.
- iii. Comply with the requirements of the USDA regulations respecting nondiscrimination (7 CFR 15);
- iv. Claim reimbursement only for milk as defined in 7 CFR 215 and in accordance with the provisions of 7 CFR 215.8 and 215.10;
- v. Submit Claims for Reimbursement in accordance with 7 CFR 215.10 and procedures established by MDE;
- vi. Maintain a financial management system as prescribed by MDE.
- vii. Upon request, make all records pertaining to its milk program available to MDE and USDA or OA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit;
- viii. Retain any individual applications for free milk submitted by families for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

e. Minnesota Kindergarten Milk Program

The Sponsor will meet program requirements in accordance with Minnesota Statutes section 124D.118 for schools under its jurisdiction that serve milk to kindergarten students and claim reimbursement from MDE through the Minnesota Kindergarten Milk Program.

8. Civil Rights Assurances

The Sponsor hereby agrees that it will comply with:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*);
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- d. Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*);



- e. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- f. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- g. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- h. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- i. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- j. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

#### 9. Requirements for the Minnesota Department of Education (MDE)

Subject to availability of funds from the U.S. Department of Agriculture, MDE agrees to provide federal funds for food service payments, and either USDA donated foods (commodities) or cash-in-lieu-of-commodities payments, and if applicable administrative payments. MDE will provide funds to Sponsoring Organization in

accordance with federal and state statutes and Program regulations cited in this agreement and instructions and guidance issued by MDE.

MDE will disallow any portion of a claim for reimbursement and recover any payment to Sponsoring Organization that is not properly payable.

MDE will provide technical assistance to facilitate effective Program operations, monitor progress toward achieving Program goals, and ensure compliance with civil rights requirements.

MDE reserves the right to impose program size limitations for a Sponsor based on program size, staffing patterns, program experience and organization.

10. Signatures

The representative of the Sponsor who signs this agreement attests that they are duly authorized and empowered to execute this agreement on behalf of the Sponsor and to legally bind the Sponsor to the terms and conditions of this agreement.

The representative certifies that the information submitted on this form is true and correct and that the sponsor is aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

This agreement is legally binding as long as the Sponsor and its successors, transferees and assignees receive assistance or retain possession of any federal or state assistance for covered programs.

This agreement has been electronically signed and submitted by the Sponsor and MDE, as shown below, in accordance with federal and state requirements for electronic transactions. [Find instructions on how to electronically sign PDF documents.](#)

a. Sponsor

Sponsor Name DULUTH ISD # 709  
Sponsor Representative Name CATHERINE ERICKSON  
Sponsor Representative Title CHIEF FINANCIAL OFFICER  
Sponsor Representative Signature Catherine Erickson Digitally signed by Catherine Erickson  
DN: cn=Catherine Erickson, o=Duluth Schools, ou=Duluth #ISD 709,  
email=catherine.erickson@isd709.org, c=US  
Date: 2022.01.26 12:34:50 -0500 Date \_\_\_\_\_

b. Minnesota Department of Education

MDE Representative Name Monica L. Herrera  
MDE Representative Title Director of Nutrition, Health and Youth Development  
MDE Representative Signature \_\_\_\_\_ Date \_\_\_\_\_



### WeVideo Trial Agreement

1/6/2021

DATE

**Purpose/Goal:**

The purpose of the TRIAL is to evaluate the benefits and seamless incorporation of WeVideo as it relates to the Educational Agencies technology and student academic goals.

**Name of Educational Organization:**

District Name:	ISD 709 - Duluth Public Schools
School Name: (if applicable)	
State:	Minnesota
Total Dist/Sch enrollment:	8,109

Trial Start Date	Trial End Date
Jan. -18, 2021	

**Trial Account Owner**

Name:	Sally Weidt
Title:	Digital Innovation Coordinator
Email: Ph:	Sally.weidt@isd709.org      218-336-8700 ex 2291

**Number of Participants:**

Total # of Teachers:	10
Total # of Students:	Total Number of seats: 460*
List Participating Grade Levels:	4 <sup>th</sup> , 5 <sup>th</sup> , 6-8, 9-12

**Cost:**

Flat rate:	\$0.00
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**Pilot conditions:**

- EA license owner will be responsible for managing administering the TRIAL licenses to users/participants. Adding members can be accomplished through Google Sync or by using a CSV file.
- Encourage WeVideo use by providing support and resources to all users.
- Trial administrator should review all WeVideo for Education tutorials in preparation for the TRIAL.
- Usage Commitment: 80% of pilot licenses will be in use within 15 school days. If this activity level is not met, WeVideo has the right to cancel the TRIAL at any time.

**Pilot terms:**

- Pilot will be at no cost to the EA
- Formal quote will be issued within 30 days of TRIAL end date for consideration
- School/district will retain all finished projects at the end of the TRIAL.
- TRIAL administrator/leader/teachers will provide feedback to WeVideo at the end of the TRIAL.

**Support:**

- OnBoarding – set up and features
- Support Center - FAQ articles that cover setup and advanced features
- Resource Hub - to jumpstart the integration of WeVideo into your classrooms

**Proposal Acceptance:**

- ISD 709  
 School Name  
Catherine Erickson  
 Signature  
Catherine A. Erickson  
 Full Name  
01/29/22  
 Date

**WeVideo, Inc.**  
[Signature]  
 Signature  
Jaime Hernandez  
 Full Name  
1/29/22  
 Date



## Consent To Educational Data Collection

Before using Zoom with children, your organization must consent to Zoom's educational data collection practices.

### Why do we need your consent?

Your consent is required before Zoom may collect, use, or disclose personal information from children who receive educational services through your organization's use of Zoom's meetings, webinars, or messaging platform ("Zoom Products"). Zoom will not collect, use, or disclose personal information from such children if you do not consent.

### What kinds of information do we collect?

If you consent, Zoom may collect and use the following personal information from these children, under the conditions set forth in the attached Children's Educational Privacy Statement (<https://zoom.us/educationalprivacy>):

- **Profile and Participant Information:** Name, profile picture, contact information, and any other information you allow children to add to their profile or when registering for or joining meetings, recordings or webinars on your account.
- **Contacts and Calendar Information:** Contact lists you add or allow children to use on your account, as well as calendar information you add to your account.
- **Settings:** Preferences and settings children set when using your account, such as microphone, audio and video settings, and screen sharing settings.
- **Device Information:** Information about the computers, phones, and other devices children use when interacting with Zoom Products on your account, including device features (like microphone or camera versions and IDs), IP address (which may be used to infer general location at a city or country level) and WiFi information.
- **Meeting, Webinar, and Messaging Content:** If you choose to record meetings or webinars on your account to Zoom Cloud, Zoom will store these recordings, which may contain children's voice, image(s), messages, Q&A, or other content shared by children during the meeting or webinar. Zoom employees do not access this meeting content unless you direct us to do so, or as required for legal, security, or safety reasons.
- **Product Usage:** Information about how children and their devices interact with Zoom Products, such as when they join and leave a meeting, whether they send messages and with whom they message, mouse movements, clicks, keystrokes, or actions (such as mute/unmute or video on/off), and other user inputs that help Zoom understand feature usage, improve product design, and suggest features.

Zoom will only use such personal information collected from children for educational purposes, including facilitating the use of Zoom Products, improving the provision of Zoom Products used by schools or educational organizations, ensuring the safety and integrity of the Zoom Products, and complying with legal processes.

### How is this information shared with others?

Zoom does not disclose children's data to third parties, except for service providers who help us provide Zoom Products and technical infrastructure, where required for legal, security, or safety reasons, or to other Zoom affiliates (such as Zoom Voice Communications, Inc., which provides Zoom Phone).

Before using Zoom with children, your organization must consent to Zoom's educational data collection practices.

If you choose to share children's data with third parties when using Zoom Products -- such as when you invite other people to join meetings or webinars hosted on your account, or approve third-party apps for use in meetings or webinars hosted on your account -- you must authorize the sharing of children's data with these third parties and obtain parent or guardian consent to the data practices of such third parties.

### By signing below, you are:

- i. Agreeing that your organization will use Zoom solely for educational purposes when using it with children under 13;
- ii. Consenting to the data collection practices described above and in Zoom's Children's Educational Privacy Statement (<https://zoom.us/educationalprivacy>);
- iii. Verifying that you are authorized to provide consent on behalf of your organization; and
- iv. Agreeing to obtain parent or guardian consent for any third-party apps that you choose to allow children to use in connection with Zoom Products.

Duluth Public Schools

7014997658

Organization

Zoom Account

DocuSigned by:  
Catherine A. Erickson  
C441FF107FF2415...

Jan 14, 2022

Signature

Date

CFO

Title