

*AGREEMENT BETWEEN
Independent School District 709, St. Louis County, MN,
and the Lake Superior Swim Club
2022 - 2027*

THIS AGREEMENT is entered into by and between Independent School District 709 ("ISD 709"), 215 North First Avenue East, Duluth, MN 55802, St. Louis County, Minnesota, and the Lake Superior Swim Club ("LSSC"), a non-profit corporation licensed and qualified to do business in the State of Minnesota, 739 Mellwood Avenue Duluth, MN 55804.

Collaboration between ISD 709 and LSSC
WITNESSETH

WHEREAS, ISD 709 owns and operates the indoor swimming pools at their middle school facilities ("pool"), an indoor swimming pool, for the benefit of the students and citizens of the Duluth school district, and

WHEREAS, LSSC is a non-profit organization formed in 2011 to conduct swim programming for all ages and skill levels in the community, and

WHEREAS, ISD 709 and LSSC desire to work cooperatively to provide basic, competitive and advanced swimming opportunities for all ages in the community, and

WHEREAS, LSSC provides the community with a source of lifeguards and swimming instructors, and

WHEREAS, ISD 709 is in a position to provide employment opportunities for LSSC youth interested in using and enhancing their swimming skills, and

WHEREAS, LSSC has and will continue to advocate for swimming pool budgets and capital improvement projects, and

WHEREAS, LSSC swimmers serve as Duluth ambassadors to other communities.

NOW, THEREFORE, the parties agree as follows:

Section 1. Term and Effective Date.

This agreement shall be effective upon signature by both parties and shall be in effect until June 30, 2027, unless sooner terminated as provided in this contract.

Section 2. Staff Qualifications.

LSSC shall ensure that any staff provided by LSSC to assist with the swim program shall have the following minimum qualifications:

- a. Current certification of safety training for swim coaches issued by the Red Cross or similar organization; and
- c. Certificates in first aid and cardiopulmonary resuscitation, issued by the Red Cross or similar organization.

Section 3. Supervision at Pool.

LSSC pool activities will be subject to appropriate pool supervision. LSSC members including coaches, board members and volunteers shall comply with instructions issued by ISD 709

officials. LSSC activities must be under the direction of a LSSC coach, assistant coach or other LSSC designee at all times.

LSSC will provide pool supervision for any third party use of the pools.

Section 4. Pool Use Schedules.

ISD 709 shall make the Middle schools, Ordean and Lincoln Park, ("Pool") available for use for pool activities by LSSC for LSSC activities according to the schedule below. In consideration of the reserved use of the pool, LSSC agrees to schedule and pay for pool use according to the following:

a. Meeting/Schedules.

- (1) LSSC Head Coach/Executive Director and ISD709 Community Education Site Coordinators will form a Pool Schedule committee.
- (2) LSSC will provide ISD 709 general meet information as early as possible in May.
- (3) By June 1 of every year, LSSC will provide local meet information and yearly schedule to the ISD 709 liaison.
- (4) At an annual meeting to be held before August 15 of each year, the Head Coach/Executive Director of LSSC will finalize the schedule for the following year, including but not limited to swim meets, school holidays, fund raising, pool closures and school inservice days.
- (5) ISD 709 will inform LSSC of planned pool closures.
- (6) LSSC will inform ISD 709 of any changes to the pre-approved schedule at least two weeks in advance.
- (7) ISD 709 shall attempt to accommodate all reasonable requests on the schedule. Revisions to the schedule may be made at the discretion of the Head Coach/Executive Director of LSSC and shall be agreed upon in writing by both parties.
- (8) LSSC is the coordinator of the Pools with maximum utilization being considered.

b. Pool Time and Changes.

Pool hours reserved for LSSC are listed below. LSSC agrees to notify ISD 709 of any changes to these hours in writing or by email at least two weeks in advance. ISD 709 agrees that there will be no charge for any change made two weeks or more in advance.

LSSC agrees to pay ISD 709 one half of the current rental rate per hour for pool hours not used due to a change made less than two weeks in advance. ISD 709 will notify LSSC at least two weeks in advance of changes to the schedule made at ISD 709's request, excluding changes resulting from unforeseen mechanical problems or other unexpected events.

Section 5. Pool Use Rates.

In consideration of reserved use of the pool, LSSC agrees to pay ISD 709 according to the following fees:

Annual Rates:

LSSC will pay an annual fee per the schedule below for use of the facilities.

September 1 - August 30, 2022: \$7070.00

Every year after: Previous years rent + 3% (or CPI whichever is higher)

In addition, fifty percent of any operating profits in excess of the annual value of the monthly fees will be paid to ISD 709 prior to September 1 of each year. This will be offset with services and staffing of activities by community programs unaffiliated with LSSC.

LSSC will share its 990 Tax Return, financials, and demographics every August. LSSC and ISD 709 will meet every April, August, and December to discuss the partnership.

Swim Meet Facility Rental Fee:

The swim meet facility rental fee, based upon the use of first floor of the facility, will be determined by mutual agreement at the annual scheduling meeting.

ISD 709 and LSSC agree that LSSC or 3rd party usage hours that fall outside of the normal Maintenance Department staffing hours will be subject to a separate mutually agreed upon charge to cover necessary wages, benefits and overtime.

Specific locations and details of use shall be discussed each year at the annual meeting.

Section 6. Invoices.

ISD 709 shall invoice LSSC monthly for pool use time and no-show rates. All invoices will be paid within 30 days of the date of invoice.

Section 7. Storage.

Storage of LSSC equipment shall be pursuant to Attachment 1, attached hereto.

Section 8. Improvements and New Equipment.

ISD 709 must approve any LSSC plans for modifications that may impact the physical building, utilities systems, pool equipment or operations prior to purchasing new equipment or committing to that action.

Section 9. Equipment.

LSSC and ISD 709 have agreed to jointly manage equipment listed in Attachment 1 as joint use items. All other equipment purchases are the responsibility of each group.

Section 10. Relationship between LSSC and ISD 709.

LSSC is not a partner, joint venturer, employee or agent of ISD 709 and shall not, and is not authorized to, enter into or make any contracts, agreements, or enter into any other understanding with any other person, corporation, partnership, joint venturer, or other entity, in the name of or for the benefit of ISD 709. LSSC, its agents, employees, and members are not entitled to any insurance coverage, whether workers' compensation or otherwise, or any other benefits accorded to ISD 709's employees.

Section 11. Termination.

This agreement terminates automatically on July 31, 2027, but may be sooner terminated by mutual agreement of the parties or by either party at will upon 3 months written notice to the other party. In the event that this contract is terminated, LSSC shall be entitled to retain or receive only the monies paid or owed by the ISD 709 for services actually rendered prior to the effective date of the termination. LSSC shall refund to the ISD 709 all monies paid for services that were to be rendered after the effective date of the termination.

Section 12. Hold Harmless and Indemnify.

Neither party shall be liable to the other party for any claims, liabilities, or damages of any kind, or for injury or damage to persons or property caused by or resulting from the use, maintenance, supervision, or other action or omission related to the pool by the other party, its employees, agents, contractors, representatives, or invitees. The party whose employees, agents, contractors, representatives, or invitees are damaged or who are alleged to have caused the damage shall indemnify and defend the other party from any claims, actions or lawsuits in accordance with this section.

Section 13. Insurance.

LSSC agrees to keep and maintain in full force and effect at LSSC's own expense for all participants in LSSC activities during the entire period of this agreement, insurance for LSSC activities pursuant to a policy with USA Swimming, or its equivalent. This policy is provided to members of USA Swimming and provides secondary accident medical insurance and liability insurance. The policy shall cover the risks for the amounts satisfactory to the risk manager.

Such insurance shall name the ISD 709 as an additional insured and shall require that the insurance company give not less than thirty days prior written notice to ISD 709's risk management officer prior to any cancellation, non-renewal, or reduction in the amount or coverage.

Section 14. No Third Party Beneficiaries.

Nothing in this agreement shall be construed to give any person other than ISD 709 and LSSC any legal or equitable right, remedy or claim under this agreement, but it shall be held to be for the sole and exclusive benefit of ISD 709 and LSSC.

Section 15. Notice.

Any notice, demand, request, consent, approval, or other communication that either party desires or is required under this agreement to give to the other party or any other person shall be in writing and shall be mailed or served personally to the person and address below. Parties shall promptly notify each other in writing of any change in this information.

ISD 709: John Magas
ISD 709 – Duluth Public Schools
4316 Rice Lake Road, Suite 108
Duluth, MN 55811
218.336.8752

LSSC: Howard Leathers
Head Coach / Executive Director
2801 Branch Street
Duluth, MN 55812
218.310.8124

Anthony Yung
President – Board of Directors
Lake Superior Swim Club
739 Mellwood Avenue
Duluth, MN 55804
218.310.2341

Section 16. Non-Discrimination.

The LSSC will not discriminate against any program participant on the basis of membership in a class protected by municipal, state, or federal law, such as age, race, gender, religion, nationality, parenthood, or disability.

Section 17. Workers' Compensation Coverage.

LSSC, will provide ISD 709 with appropriate proof, furnished by the insurance carrier, of current coverage for workers' compensation with an insurance company or association authorized to transact such business in the State of Minnesota, or an approved current certification of self-insurance. LSSC further acknowledges and agrees that in the event it fails to maintain proper Workers' Compensation coverage, ISD 709, at its option, may terminate this agreement for cause without liability.

Section 18. Miscellaneous.

- a. Nonwaiver. Failing or delaying to object to a breach of any part of this agreement is not a waiver of the right to object to that breach, nor is it a waiver of the right to object to a subsequent breach of the same or any other part of this agreement.
- b. Law Applicable. The laws of the State of Minnesota shall govern this agreement.
- c. Paragraph Headings. The heading of the several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.

- d. Successors and Assigns. Except as otherwise provided, the agreements and obligations in this agreement shall bind the parties and their respective personal representatives, heirs, successors and assigns.
- e. Compliance with Laws and Regulations. LSSC shall, at LSSC's sole cost and expense, comply with all applicable requirements of local, state and federal laws, ordinances, or regulations now in force, or which may be in force, during the performance of this agreement.
- f. Time of the Essence. Time is of the essence of each term, condition, covenant and provision of this agreement.
- g. Entire Agreement. This agreement and any attached schedules, appendices or exhibits are the complete agreement between the parties, and there are no other promises, agreements, conditions or understanding, either oral or written, between them.
- h. Severability. If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

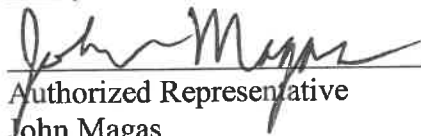
ISD 709 and LSSC agree and sign below. This contract is not effective until signed by both parties.

ISD 709:

Date:

8/19/22

By:



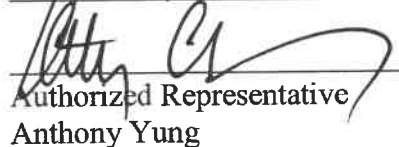
Authorized Representative
John Magas
Superintendent
ISD 709 Duluth Public Schools

LSSC:

Date:

8/23/22

By:



Authorized Representative
Anthony Yung
President
Lake Superior Swim Club

Budget Code

04 E 005 505 321 305 000



ATTACHMENT 1

LSSC and shared items approved for storage at Middle School pools.

LSSC shall use designated space in pool offices for storage.

Items listed below are designated as joint use items required for swim meets:

All items to be stored in Storage Room "s" unless specified otherwise by an asterisk *.

- Timing system components:
 - Touchpads and storage rack* - In storage room
 - Self-contained timing table unit and storage cabinet
 - Printer
 - Cables and manual controls* - Inside of self-contained timing table
 - Timing control unit
 - Electronic Timing Board and Heat Readout Board(1 each)* - Mounted on wall above deck in NW corner of building
- Competitive Lane markers and storage reel* - (Stored on deck)
- Starting blocks* (6) - (Stored on deck)
- 3' 4x4 post to hold up diving board and 6' 4x4 post to remove starting blocks* (1 ea) - Stored on deck
- Cabinet space - Cache of gear available to swimmers (LSSC, Masters, Synchro)
- Meet support Equipment
 - Cabinet with meet support supplies - Starting gun, DQ paperwork
 - Folding chairs and tables for meets* - Stored outside
 - Award stand* - Stored outdoors
 - Recall starting line and support poles*
 - Stored in instructional storage room on north wall
- First Aid kit* (readily available and off the floor)
- Swim team cart - Rolling cart serves as a mailbox for swimmers
- Swimming aids* - Stored in north wall storage area or in benches if acquired
 - Pace clocks (2) - Joint use
 - Mirrors* - LSSC only - On deck next to timing table on south wall
 - Dry Erase Board* - On wall in pool area
 - Backstroke Pennants and deck poles* - Joint use - In place over pool. When taken down they are stored in the instructional storage room
- Bulletin Board* - Located in pool lobby
- Bulletin Board* - Mounted on the outside of the pool building

General Terms and Conditions

Items identified as joint use will be shared by ISD 709 and LSSC. Responsibility and financial issues associated with replacement and/or repair of joint use items will be reviewed at the annual meeting with a 50/50 sharing of expenses as the goal.

This Attachment will be reviewed at the annual scheduling and review meeting between ISD 709 and LSSC, June 1st or at some other mutually agreed upon date. LSSC will provide an annual inventory of the items stored and their location at the annual meeting.

LSSC may request storage of other items that meet the criteria developed for storage of items at the pool but are not included on this list, by submitting a request to ISD 709 designee. If

approved, ISD 709's designee will designate the appropriate area for the item to be stored.
General criteria for allowable storage of LSSC items at the Middle School pools:

1. Size of items: Oversize items that are necessary to conduct a competitive swim program and have no smaller and more portable substitutes.
2. Sensitivity or delicacy of items: Items that are necessary to conduct a competitive swim program and are very sensitive or delicate and subject to damage by transport.
3. Frequency of use: Items that are necessary to conduct a competitive swim program and are in use on a daily or weekly basis.

**Memorandum of Agreement Between
Children's Dental Services (CDS)
And
The Duluth Public School District
Regarding School-Based Dental Clinics**

This Memorandum of Agreement is designed to formalize the continuing relationship between Children's Dental Services (CDS), hereinafter referred to as CDS and the Duluth School District, hereinafter referred to as DSD, regarding the operation of school-based dental clinics (SBDC).

Terms of Agreement

1. DSD agrees to provide the following at no cost to CDS at each of the schools where clinic services are provided:
 - Space as renovated and presently defined including reception area, examination rooms, shared bathrooms, conference rooms, offices, and storage. When possible and at the discretion of each Principal, CDS will have access to conference rooms.
 - All utilities.
 - Routine maintenance and repairs (e.g. light bulbs, windows, ceiling tiles, towels, toilet paper).
 - Rubbish removal (non-hazardous waste).
 - Custodial and housekeeping services.
 - Access to the internet and phones at each site.
 - Printing and inclusion of CDS parental consent form and other brochures in each school's annual "back to school" mailing.
2. CDS will provide the following at no cost to DSD:
 - Comprehensive school-based dental center services for enrolled school and Head Start students as defined in the consent form and in compliance with CDS policies.
 - Dental care and equipment and supplies (pharmaceuticals, laboratory and medical) for use in care.
 - Proper maintenance and disposal of hazardous waste.
 - Appropriate staffing for the dental care (with training and licensing as required by law).
 - Supervision of dental staff.
 - All billing responsibilities.
 - Workers' compensation, general liability and dental malpractice insurance for all appropriate staff.
 - All dental equipment (portable or permanent) is the property and responsibility of CDS. It remains property of CDS should the agreement end, and all repairs and maintenance of the dental equipment are the responsibility of CDS.

CDS agrees to annually provide a parental consent form template for the back-to-school mailing at the schools.

3. CDS agrees to add the following language to parent consent forms:
“Duluth School District may give information about your child’s class schedule to Children’s Dental Services”.
4. CDS and DSD mutually give permission to include names and other descriptive information about CDS on-site dental care in their respective catalogs, brochures and correspondence, naming CDS as the entity operating the dental care, and the DSD is the host and collaborating agency for the dental care.
5. CDS agrees that it has complete operational responsibility over the provision of dental care. This responsibility includes securing funding, and adjusting staffing levels or hours of operation according to school hours.
6. CDS will protect the confidentiality of any and all information received from students who seek services at the children’s dental clinic unless disclosure is necessary for the health and safety of the student and/or other persons.
7. CDS and DSD staff will work cooperatively. This includes collaboration whenever possible between clinic staff and school nurse/school social worker in addressing student needs.
8. Either DSD or CDS may terminate this Agreement with or without cause upon at least ninety (90) days written notice to the other party.
9. This agreement will commence on July 1, 2022 and shall remain effective until June 30, 2023.
10. This Agreement constitutes the entire understanding and Agreement between CDS and DSD with regard to all matters herein. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the parties.
11. This Agreement may be amended only in writing signed by all the parties hereto.
12. All notices and other communications required or desired to be given shall be given personally, or sent by telefax, registered or certified mail, postage prepaid, return receipt requested to the persons and the addresses set forth at the end of the contract. Notices will be deemed received (a) on the date delivered, if delivered personally; (b) when sent by telefax (if confirmation notice is sent by registered or certified mail on the same day; or (c) three (3) business days after posting, if sent by registered or certified mail:

ISD 709, Duluth Public Schools, Attn: Executive Director of Finance and Business,
4316 Rice Lake Rd. Suite 108, Duluth, MN 55811

Children’s Dental Services, Attn: Sarah Wovcha, 636 Broadway Street Northeast,
Minneapolis, MN 55413

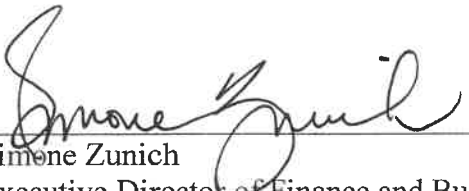
13. The laws of the State of Minnesota shall govern this Agreement.
14. Nothing herein shall create or be deemed to create any relationship of agency, joint venture or partnership between DSD and CDS. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in this Agreement.
15. Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.
16. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.
17. Any waiver, expressed or implied, by either party of any rights, terms or conditions of the Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms, or conditions beyond the specific instance of waiver.
18. CDS and DSD shall indemnify and defend each other with respect to claims made by third parties concerning the respective performance of the matters referenced herein.
19. CDS will notify DSD of any individual working in our schools with convictions of a gross misdemeanor or felony.
20. CDS 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.
21. CDS and DSD agree that this contract implies no exclusivity and that DSD may utilize other providers, however, alterations to dental services will not occur unless notice is provided and a meeting between CDS, DSD and relevant funding partners occurs.
22. CDS agrees to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on DSD’s website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

The Parties hereby cause this instrument to be executed by their duly authorized officers:

Sarah Wovcha, J.D., M.P.H.
Executive Director,
Children's Dental Services
636 Broadway Street NE
Minneapolis, MN 55413
(612) 746-1530 ext. 204

Date



Simone Zunich
Executive Director of Finance and Business Services
Duluth Public Schools, ISD #709
4316 Rice Lake Road Suite 108
Duluth, MN 55811
(218) 336-8704



Date

MEMORANDUM OF AGREEMENT

**between the University of Minnesota Duluth
and Independent School District 709**

Term of Agreement: 2022-2023

By this agreement, the University of Minnesota Duluth College in the Schools (CITS) and Duluth Public Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified junior and senior students.

The Duluth Public School District agrees to partner with UMD CITS for the academic year 2022-2023 and will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in the preparation and ongoing CITS curriculum development as well as student instruction of a dual enrollment course.
- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. High-potential students who do not meet the GPA or grade level requirements may be allowed to enroll in CITS classes with the permission of the CITS teacher and the high school guidance counselor. A UMD CITS Program and Registration Exception form must be submitted to UMD from the high school. The University of Minnesota CITS program director has the final decision regarding student enrollment with the ability to earn college credit from the University of Minnesota Duluth.
- Adhere to UMD's enrollment limits to no more than 40 students per CITS class section except where otherwise noted that maximums may be reduced due to pedagogical best practices. Example includes college writing (UMD WRIT 1120) in which the maximum enrollment per class is 25 students.
- Provide UMD CITS program staff with a copy of the final class syllabi each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development. Only UMD certified faculty are to teach the UMD CITS curriculum. High School administration must notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum. CITS staff will work with administrators and teachers to obtain an expedited approval.
- In accordance with the National Alliance of Concurrent Enrollment Partnerships (NACEP), student teachers may assist with but not be the primary instructor of a concurrent enrollment course offered through UMD CITS.
- Administratively approve and coordinate with the CITS high school faculty any UMD on-campus learning experiences, field trips etc. in accordance with the local ISD district rules for travel. The High School CITS faculty will coordinate any UMD on-campus learning experience with the UMD CITS Program Coordinator and the UMD Faculty Liaison for that course.
- Adhere to University of Minnesota Duluth and the College in the Schools program policies, procedures, and deadlines as set through the Office of Academic Affairs. This includes posting final grades to MyU within 3 working days of the end of the class.
- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office of the Registrar administration; and

- Collaborate with UMD to provide students and their families the best possible information regarding the program and the benefits of participation.

With the coordination of the Office of the Registrar and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS college curriculums to the Duluth Public School's qualified junior and senior students for UMD credit taught by UMD approved faculty /teaching specialists. See Addendum A for the course list for the terms of this contract;
- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program;
- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation;
- Select and support CITS faculty liaisons who provide curriculum and professional development to and collaborate with UMD CITS teaching specialists;
- Facilitate access to UMD student/faculty benefits and services, including: Internet/email, library and tutoring resources ; and
- Share course evaluations per term, along with generalized CITS survey and research information.

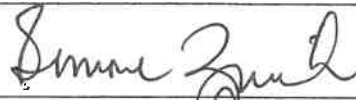

Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreement.

UMD will charge \$92 per student, per course (see Addendum A for course listing) based on the UMD CITS class lists printed after the UMD student course cancellation/add deadline. UMD will bill ISD 709 School District using the following schedule:

- Fall semester student enrollments are final in November and billed in early December.
- Spring semester and all year student enrollments are final in April and are billed in early May.
- Bills are payable within 30 days.

CITS courses offered in the Duluth Public School District may be amended and/or expanded in each succeeding year.

APPROVALS:

Title	Name	E-Signature	Date
UMD Associate Vice Chancellor for Enrollment Management	Mary Keenan		
UMD College in the Schools Interim Program Director	Tracey Bolen		
Duluth Public Schools Executive Director of Business Services	Simone Zurich		8/18/22
Duluth Public Schools Director of Secondary Education, Department of Teaching, Learning and Equity	Jen Larva		8/16/22

cc:

Joan Lancour, Assistant to the Director of Curriculum and Instruction
 Nathan Glockle, Principal, Academic Excellence Online High School (AEO)
 Chris Vold, Coordinator, Academic Excellence Online High School (AEO)
 Tom Tusken, Principal, Denfeld High School
 Danette Seboe, Principal, Duluth East High School

Addendum A

2022-2023 List of UMD CITS Courses To Be Offered in ISD 709

Academic Excellence Online (AEO) High School

Course #	Course Title	Credits	Maximum Class Size	CITS Teacher(s)
MATH 1250	Precalculus Analysis	4	40	Ahern, Jenny
MATH 1296	Calculus I	5	40	Ahern, Jenny
WRIT 1120	College Writing	3	25	Schingen, Joe

Denfeld High School

Course #	Course Title	Credits	Maximum Class Size	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Hollinday, Gina
ENGL 1907	Introduction to Literature	3	40	Macioce, Maria
MATH 1296	Calculus I	5	40	Lewis, Ed White, Timothy
PE 1616	Weight Training	1	40	Marsolek, Stacie
SOC 1101	Introduction to Sociology	4	40	Ballavance, Adair Hollinday, Gina
SPAN 1201	Intermediate Spanish I	4	40	Cummins, Johanna
SPAN 1202	Intermediate Spanish II	4	40	Cummins, Johanna
WRIT 1120	College Writing	3	25	Mickle, Stephanie

Duluth East High School

Course #	Course Title	Credits	Maximum Class Size	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Updegrove, Richard
ENGL 1907	Introduction to Literature	3	40	Jones, Greg
GER 1201	Intermediate German I	4	40	Lull, Emily
GER 1202	Intermediate German II	4	40	Lull, Emily
MATH 1296	Calculus I	5	40	Garnett, William* Graves, Peter
PE 1616	Weight Training	1	40	Hietala, Joseph* Ratai, Al
SOC 1101	Introduction to Sociology	4	40	Nachbar, Catherine
SPAN 1201	Intermediate Spanish I	4	40	Kroll Strukel, Kimberly
SPAN 1202	Intermediate Spanish II	4	40	Kroll Strukel, Kimberly
WRIT 1120	College Writing	3	25	Sorenson, Stuart

* William Garnett is not teaching MATH 1296 during the 2022-2023 year.

* Joe Hietala is not teaching PE 1616 during the 2022-2023 year.



UNIVERSITY OF MINNESOTA DULUTH

Driven to Discover



**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

MEMORANDUM OF AGREEMENT

BETWEEN

Southwest Minnesota State University

AND

DULUTH PUBLIC SCHOOLS

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of **Southwest Minnesota State University** (hereinafter "University"), and **Duluth Public Schools**, 4316 Rice Lake Road, Suite 108, Duluth, Minnesota 55811 (hereinafter "District").

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the University has established a baccalaureate teacher education program for qualified students preparing for and/or engaged in teaching careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the University; and

WHEREAS, the District has suitable facilities for the instructional needs of the teacher education programs(s) of the University; and

WHEREAS, it is in the general interest of the District to assist in educating persons to be qualified or better qualified education personnel; and

WHEREAS, the University and the District are desirous of cooperating to furnish a classroom learning experience for teacher education students enrolled at the University consistent with Minn. Stat. §122A.69;

NOW, THEREFORE, it is mutually agreed by and between the University and the District:

1. UNIVERSITY RESPONSIBILITIES

- a. The University, which is accredited by the Higher Learning Commission, is responsible for offering a baccalaureate teacher education program that is approved by the Minnesota Board of Teaching.

- b. The University will be responsible for the general educational experience of student teachers assigned to District sites for classroom experience, unless otherwise agreed to in writing by the parties.
- c. The University is responsible for establishing prerequisite criteria for placement of student teachers at District which shall include the requirement that all student teachers have completed not less than two years of an approved teacher education program; and has overall responsibility for planning, directing and evaluating the students' classroom learning experiences.
- d. The University will provide the District with objectives for the classroom experience program, and educational goals for each student teacher, as appropriate. Implementation of those objectives will be accomplished jointly by the University and the District.
- e. The University will provide the District with requests for student teaching placements within a reasonable time in advance of any teaching period, together with relevant information with respect to the applicable credentials of each proposed student teacher and supervising teacher.
- f. The University will inform its faculty and students of the District's policies and regulations that relate to the program at the District including, but not limited to, the confidentiality of information related to its pupils.
- g. The University will inform its students who are participating in the program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance.
- h. The University agrees to notify its students that District requires each student to undergo a criminal/maltreatment background study pursuant to Minn. Stat. §§ 123B.03 and 299C.60, *et seq.* as a prerequisite to participation in the program. Participating students will be directed to District's policies and procedures to authorize and pay for the background studies. The University is not responsible for any cost associated with obtaining the background studies.
- i. The University shall pay an honorarium or stipend to the District for the placement of its student teachers. The amount of the honorarium or stipend will be commensurate with the number of weeks of student teaching and shall not exceed \$120.00 per student teacher. Payment shall be made to the District in the manner required.

2. DISTRICT RESPONSIBILITIES

- a. The District shall assume full responsibility for the instruction of its pupils. It is understood that individual pupil instruction is not controlled, supervised, or paid for by the University.
- b. The District agrees to provide student teaching opportunities for student teachers assigned to District sites. To this end, the District will provide the equipment, facilities, supplies and services for student teachers assigned to the District necessary to meet the objectives of the University's program.
- c. District agrees to provide a licensed, full-time, continuing contract District teacher(s) who will supervise student teachers and such employees may establish and implement reasonable expectations of conduct applicable to their participation. The District shall provide supervising teachers that meet requirements outlined in Minnesota Rule 8705.1010 Subp. 3. A. (4).
- d. District has ultimate control over its sites and may immediately terminate participation in the program of any of the students enrolled in the program where required by an emergency involving health and safety; and in all other (non-emergency) instances, District shall consult with the University before taking any action to terminate the participation of a student.

- e. The District will provide the University with a copy of its policies and regulations which relate to the student teaching program.
- f. The District will provide an orientation to student teachers concerning its policies and procedures applicable to the program. The District shall allow a reasonable amount of District staff time for joint conferences with University faculty, for planning with University faculty, and for such other assistance as shall be mutually agreeable.
- g. When available, physical space such as offices, conference rooms, and classrooms of the District may be used by the University faculty and students who are participating in the clinical experience program.
- h. The District recognizes that it is the policy of the University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The District agrees to adhere to this policy in implementing this Agreement.
- i. District agrees that it will not replace any of its employees nor fill any vacancies normally filled by an employee with a student teacher assigned under this Agreement. A student teacher shall not act as a substitute teacher.
- j. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The District agrees that in fulfilling the duties of this Agreement, the District is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

3. MUTUAL RESPONSIBILITIES

- a. The University and District shall each identify a person or persons responsible for liaison during the course of this Agreement. The identity and contact information of these individuals shall be provided to the other party prior to each term during which University students are assigned to District sites under this Agreement. The persons responsible for the liaison will jointly plan for such matters as:
 - i. Selection, assignment and orientation of student teachers;
 - ii. Periodic review and preparation of objectives for the student teaching experience program; and
 - iii. Evaluation of student teacher performance.
 - iv. Communication to familiarize District personnel with the student teaching experience program's philosophy, goals and curriculum;
 - v. Communication to familiarize the College/University faculty with the District's philosophy, policy and program expectations;
 - vi. Communication to keep both parties and the parties' personnel who are assigned to the student teaching experience program informed of changes in philosophy, policies and any new programs which are contemplated;
 - vii. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
 - viii. Communication to identify areas of mutual need or concern;
 - ix. Communication to seek solutions to any problems which may arise in the student teaching experience programs; and

- x. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve the College/University's teacher education program curriculum.

It is understood and agreed by the parties that the District has final authority to determine the number of student teachers it will accept as program participants for each term and the District sites to which student teachers are assigned.

- b. The University has authority to withdraw, suspend or terminate a student teacher from the program for academic deficiencies, behavioral violations or other sufficient reason subject to applicable procedures afforded to the student teacher. The District may unilaterally suspend a student's participation in the program at the District for behavioral or other conduct that, in its good faith judgement, constitutes a threat to the health or safety of District personnel or pupils. The District liaison will consult with the University liaison before suspending a student teacher's participation, except where consultation is not reasonably possible under the circumstances.
- c. Student teachers are participants in an educational program, and for the purposes of this Agreement, shall not be considered employees of either the University or the District except as provided in Minn. Stat. § 122A.69. Student teachers shall not be entitled or eligible to participate in any benefits or privileges given or extended to employees of the District or University except as provided in Minn. Stat. § 122A.69.

4. INSURANCE. Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

a. Commercial General Liability Insurance

The University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

The District will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. Chapter 466, with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence for bodily injury and property damage.

b. Professional Liability Insurance

The District will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

c. Additional Conditions:

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If District receives a cancellation notice from an insurance carrier affording coverage herein, District agrees to notify the University within five (5) business days with a copy of the cancellation notice, unless District's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the University.

Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. The University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the University, not to students.

5. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- a. Any emergency medical care available at the District will be available to University faculty and students. University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the District or the University.
- b. Any University faculty member or student who is injured or becomes ill while at the District shall immediately report the injury or illness to the District and receive treatment (if available) at the District or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the University faculty member or student who receives the treatment and not the responsibility of the District or the University.

6. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

7. TERM OF AGREEMENT

This Agreement is effective on the later of August 1, 2022, or when fully executed, and shall remain in effect until July 31, 2027. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the District shall not become effective with respect to students then participating in the student teaching program.

8. FINANCIAL CONSIDERATION

- a. Except as expressly provided in this Agreement, the University and the District shall each bear their own costs associated with this Agreement and no payment is required by either the University or the District to the other party.
- b. The District is not required to reimburse the University faculty or students for any services rendered to the District or its students pursuant to this Agreement.

9. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

10. ASSIGNMENT

Neither the University nor the District shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

11. STATE AUDIT

The books, records, documents and accounting procedures and practices of the District relevant to this Agreement shall be subject to examination by the University and the Legislative Auditor.

12. DATA PRIVACY

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The District and University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the District in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the District or the University.

In the event the District receives a request to release the data referred to in this clause, the District must immediately notify the University. The University will give the District instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement. The District may require student teachers to sign an authorization to permit the District and University to exchange information about the student teacher's participation and performance in the program.

13. GOVERNING LAW

This Agreement will be governed by and construed pursuant to the laws of the state of Minnesota.

14. ENTIRE AGREEMENT

This Agreement constitutes and expresses the entire agreement and understanding between the parties relative to the program. This Agreement supersedes all other prior agreements between the parties.

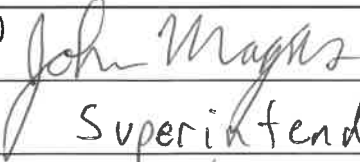
The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. DISTRICT: Duluth Public Schools

District certifies that the appropriate person(s) have executed the contract on behalf of District as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)	 John Magas
Title	Superintendent
Date	8/8/22

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

By (authorized signature and printed name)	Christy Johnson
Title	Buyer 2 & Purchasing Clerk
Date	

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Southwest Minnesota State University:

By (authorized signature and printed name)	Deb Kerkaert
Title	VP for Finance & Administration
Date	

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)	Christy Johnson
Title	Buyer 2 & Purchasing Clerk
Date	

Memorandum of Understanding

Between

YES Duluth

and

ISD 709

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Duluth Workforce Development's Youth Employment Services, hereinafter referred to as "YES Duluth" and Independent School District 709, hereinafter referred to as "ISD 709".

Purpose

The purpose of this MOU is to establish the ways in which YES Duluth and ISD 709 will coordinate services to youth between the ages of 14 and 24 who are experiencing barriers to success in reaching benchmarks leading to economic self-sufficiency. The partnership outlined in this MOU serves to enhance support provided to youth and young adults in achieving their education and employment goals.

Responsibilities of ISD 709

ISD 709 will provide the following program elements defined under the Workforce Investment and Opportunity Act (WIOA) to clients served by both organizations:

- **Tutoring, Study Skills, Instruction and Dropout Prevention:** Students participate in activities leading to the completion of a high school diploma. May include tutoring, active learning experiences, after-school activities and individualized instruction through:
 - Secondary Education: Denfeld, East High School (EHS), Area Learning Center (ALC)
 - Check and Connect: Denfeld and EHS
 - Denfeld After School Happening (DASH): Denfeld Duluth Community Schools Collaborative
 - Credit Recovery: Denfeld
 - Bridge and T12 Programs: ALC
 - Adult Diploma: Duluth Adult Education
- **Alternative School and Dropout Recovery:** Participants engage in activities with the goal of helping youth re-engage in education that leads to a high school diploma or GED. May include basic skills training, credit recovery, counseling and education plan development.
 - GED or Adult Diploma: Duluth Adult Education
 - Diploma completion: ALC
- **Paid and Unpaid Work Experience:** Work experience is a planned, structured learning experience that takes place in an employment or simulated-employment setting for a limited period of time. May include employment, pre-apprenticeship programs, internships, job shadowing and on-the-job training and must include an occupational and contextual learning component. ISD 709 provides work experience through:
 - Work Based Learning: Area Learning Center
 - Seat-based Work Based Learning: Denfeld and EHS Special Education Departments
 - Bridge and T12 Programs: ALC

- o Extended School Year: Denfeld and EHS Special Education Departments
- **Occupational Skills Training:** Career and Technical Education (CTE) provides an organized program of study that supports proficiency in performing tasks and technical functions in the multiple Trades.
 - o Multiple CTE programs of study at both Denfeld and EHS, including Agriculture, Automotive, Aviation, Business, Construction, Engineering/Manufacturing, Graphic Design, Health Occupations, Culinary Arts, and Education
- **Leadership Development Opportunities:** Activities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors. Can include exposure, training, projects and engagement in activities.
 - o Scott Anderson Leadership Forum: Denfeld
 - o College Tours: Guidance Offices, Denfeld and EHS, ALC
 - o Scholarships which include leadership training: Denfeld and EHS
 - o School-based leadership positions such as team captain or club leadership staff
- **Adult Mentoring:** ISD 709 staff provide activities to offer guidance, support and encouragement to develop the competence and character of students through:
 - o Integration Specialists: Denfeld, EHS and ALC
 - o Bridge and T12 Programs: ALC
- **Guidance and Counseling:** May include mental health and chemical dependency counseling and referrals to partner agencies as appropriate, provided through:
 - o School-based therapy providers: Denfeld, EHS and ALC
- **Post-Secondary Preparation and Transition Activities:** These activities prepare youth for advancement to postsecondary education after attaining a high school diploma or GED through:
 - o Scholarship applications, FAFSA, ACT/SAT, MCA and other college preparatory activities: Career Centers at Denfeld and EHS
 - o Hosting College, Military, and Trades awareness events
 - o Participation in Construct Tomorrow, Tour of Manufacturing, and other career exploration events

Responsibilities of YES Duluth

YES Duluth will provide the following WIOA program elements to youth referred for services by ISD 709:

- **Paid and Unpaid Work Experience:** YES Duluth participants are offered a planned, structured learning experience that takes place in an employment setting for a limited period of time. May include employment, pre-apprenticeship programs, internships, job shadowing and on-the-job training and must include an occupational and contextual learning component.
- **Education Offered Concurrently with Workforce Preparation and Training:** Youth who wish to pursue post-secondary education and training will be referred to YES Duluth for assistance in completing secondary education, person-centered Career Pathways exploration and Work Experience, and transition to post-secondary education.
- **Leadership Development Opportunities:** All participants enrolled with YES Duluth will have access to one-on-one sessions that encourage responsibility, confidence, employability and self-determination.

Participants engaged in Work Experience have an opportunity to advance into a position with a leadership development learning plan, to include Self-management, Diversity awareness, Handling conflict, Strategic thinking, Planning and delivery of programs, Assertive communication and Flexibility and Collaboration.

- **Support Services:** For youth engaged in education and employment goals, YES Duluth provides work-related financial supports including funding for transportation, childcare, housing, work tools and clothing, education supplies, testing fees and other needs-related payments.
- **Adult Mentoring:** Youth enrolled in YES Duluth will benefit from staff-facilitated relationships with employer mentors and job counselors, and often maintain a long-term working relationship that offers guidance, support and encouragement to develop the youth's competence and character.
- **Follow-up Services:** YES Duluth will provide post-exit follow up, which may include support services, adult mentoring, financial literacy, labor market research and/or post-secondary preparation for 12 months following date of exit.
- **Financial Literacy Education:** Participants enrolled with YES Duluth are offered financial literacy education to gain the knowledge, skills and confidence to make informed financial decisions and attain greater financial health and stability. May include budgeting, initiation of checking and savings accounts, and assistance in financial decision-making in group settings or one-on-one. Curriculum and resources include Junior Achievement, the National Endowment for Financial Education and local credit unions.
- **Services that Provide Labor Market Information:** To assist in determining career pathway goals, YES Duluth staff will provide participants with information about in-demand industry sectors and occupations in the local area using the DEED Data Tool and CAREERwise Education resources.
- **Post-Secondary Preparation and Transition Activities:** Participants enrolled with YES Duluth will receive one-on-one career counseling and exploring options for training including connection to programs, assistance with college applications and FAFSA.

Reporting and Release of Information

YES Duluth staff will track and monitor program activity in Workforce One. To enable the exchange of case management communication, staff will document a signed Release of Information for participants co-enrolled in ISD 709 and YES Duluth programming. For the purpose of determining eligibility, monitoring progress in education and general case management, YES Duluth requests ISD 709 badge access, as well as access to students' schedules, attendance information, transcripts and test scores through Infinite Campus and Canvas.

Funding

This MOU is not a commitment of funds. ISD 709 and YES Duluth will utilize their own resources to provide the services outlined in this agreement.

Duration

This MOU shall become effective upon signature by the authorized officials from YES Duluth and ISD 709 and will remain in effect until terminated as provided for in this section. Either party to this MOU may terminate participation in this MOU by giving not less than ten (10) calendar days' prior written notice of intent to terminate to the other party. YES Duluth and ISD 709 will review this MOU and its purpose every three years.

Amendments

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested to the following addresses:

YES Duluth
Elena Foshay, Director
Duluth Workforce Development
402 West 1st Street
Duluth, MN 55802
218-730-5241
efoshay@duluthmn.gov

ISD 709
Anthony Bonds
4316 Rice Lake Road, Suite 108
Duluth, MN 55811
218-336-8739
anthony.bonds@isd709.org


Governing Law

Each party shall comply with all applicable legal requirements governing the duties, obligations, and business practices of that party. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Minnesota. State of Minnesota courts shall have jurisdiction over any action arising out of this MOU and over the parties.

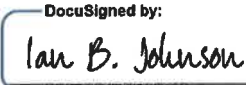
IN WITNESS WHEREOF, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

CITY OF DULUTH

ISD 709

By: 
36F2E826ED714AA...
Mayor

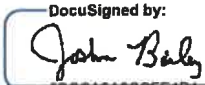
By: 
Anthony Bonds, Assistant Superintendent

Attest: 
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City Clerk

Date: 8/17/22

Date: 8/18/2022

Countersigned:


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City Auditor

Approved as to form:

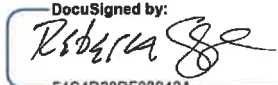

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City Attorney

EXHIBIT A

DPS will serve as the community host partner in delivering two live performances of Kumbayah: The Juneteenth Story on September 16, 2022, at Denfeld High School and agree to the following:

- Participate in weekly planning meetings with MHC in co-designing the experience.
- Provide in-kind use of theater space, green room(s) that offer sufficient space for a 30-member cast, and all necessary equipment, sound, lighting and stage support for the successful delivery of both performances.
- Manage and direct traffic for both performances.
- Provide volunteers to welcome cast and provide on-site support 30 minutes before each performance.
- Create space and learning opportunities for educators and students to continue their learning journey beyond the play.
- Actively engage in the program by identifying potential local speakers, artists and providing leadership support from the school and district level.
- Actively promote the play in reaching 700 to 1000 attendees per performance.
- Lead contacts for this project: Nate Smith, Equity Coordinator and Denfeld Principal Tusken

MHC will provide the following services:

- Participate in weekly meetings with DPS and stakeholders in co-designing the experience.
- Be supportive in providing DPS learning materials for teachers and classroom materials.
- Secure contract with Sweet Potato Comfort Pie in bringing Kumbayah: The Juneteenth Story cast and production to Duluth for two performances.
- Provide project management oversight.
- Manage event registration for community play.
- Host a brunch reception on Saturday, Sept. 17 for cast, DPS and community supporters.
- Provide initial funding to move the project forward. Actively engage in fundraising to help supplement cost (approximately \$35,000 - \$45,000).
- Design marketing materials and place community ads as needed.
- Lead contacts for this project: MayKao Fredericks, Chief Humanities Officer and Eden Bart, Humanities Officer

Schedule: September 15/16/17 2022:

- **Thursday, Sept. 15** – Cast leaves Twin Cities at 5pm. Arrive in Duluth set up stage and rehearse with sound and lighting crew at Denfeld High School theater.
- **Friday, Sept. 16** – Two Performances at Denfeld High School theater
 - 9:15am – 11:15pm performance for DPS students and faculty only
 - 7:00pm– 9:00pm performance for community
- **Saturday, Sept. 17** (10:45 am – 12:30 pm) - Brunch and Cast Reception at Denfeld High School

**Memorandum of Understanding
Duluth Public Schools**

The Minnesota Humanities Center (MHC) located at 987 Ivy Avenue, Saint Paul, MN, a Minnesota non-profit organization, and Duluth Public Schools (DPS) located at 4316 Rice Lake Road, Suite 108 Duluth, MN (collectively referred to as "Parties") enter into this Memorandum of Understanding (MOU) to bring Kumbayah: the Juneteenth Story live performance to Duluth community on Friday, September 16, 2022, as outlined in Exhibit A.

Kumbayah The Juneteenth Story is a 90-minute, two-act play that is a dramatization of a traumatic time in our history – when news was deliberately withheld that Black people were no longer to be enslaved in this country. Storytelling and music weave together mesmerizing scenes. Although tragedy is depicted, this play within a play is tremendously uplifting. Following the play is a 15 to 30-minute conversation with the cast about their experience and the impact it has had on them.

Program Goals:

- Inspire student learning and critical thinking with curiosity and compassion
- Support educators in teaching about Black freedom and US history from diverse perspectives
- Strengthen relationships

This MOU shall begin upon signing.

MINNESOTA HUMANITIES CENTER



Maykao Fredericks, Chief Humanities Officer

Date: Aug 10, 2022

Duluth Public Schools



Anthony Bonds, Assistant
Superintendent

Date: 8/11/22

MEMORANDUM OF UNDERSTANDING
BETWEEN THE HUMAN DEVELOPMENT CENTER AND THE DULUTH PUBLIC SCHOOL DISTRICT, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding (MOU) is between the Human Development Center (HDC), a certified community behavioral health clinic and the Duluth Public Schools, Independent School District #709 (ISD #709).

WHEREAS, the sole purpose of this MOU is to encourage cooperation between HDC and ISD #709, and further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, ISD #709 desires to provide quality, comprehensive education to each student by further enhancing the mental health services available on site at its schools;

WHEREAS, HDC desires to extend therapeutic support to ISD #709 school buildings by professional and practitioner level therapeutic supports in individual and group settings and coordinated by a mental health professional.

Therefore, HDC and ISD #709 agree that it is in the best interests of all concerned to enter this MOU.

This MOU is to enable and structure the collaboration between HDC and ISD #709 in its implementation of creating educational successes for students, their families, and school staff by providing appropriate therapeutic services for unmet social, emotional, and behavioral and mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of HDC and ISD #709

It is understood that HDC and ISD #709 staff must work together as a team to effectively meet the needs of ISD #709 students, families, and staff, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the MOU, in a timely manner. However, the parties to this MOU understand their separate and distinct responsibilities.

Roles of HDC

Students, families, and staff served by HDC are clients of HDC and subject to the same rights and responsibilities as clients served in the organization's clinic setting.

HDC will:

1. Have therapists and practitioners onsite to provide therapeutic services at regularly scheduled times and place for each site as agreed upon by HDC Child and Family Services Director, ISD #709 Mental Health/Social Emotional Behavioral MTSS Coordinator, Assistant Superintendent, and Principals.
2. See students referred by school personnel or parents individually or in groups for therapeutic services at the student's school in a confidential setting for comprehensive evaluations, treatment planning, and individual/group sessions, according to established HDC policies and procedures.
3. Schedule requested consultations by school personnel including school social workers, teachers, counselors, and administrative staff with HDC providers as needed. Specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school's schedule.
4. Treat students served by HDC in ISD #709 as clients of HDC and ensure they are subject to the same

rights and responsibilities as clients served onsite at HDC clinic spaces.

5. Meet with ISD #709 Administrative staff to plan a system of service delivery taking into consideration both the needs of HDC and ISD #709.
6. Locate therapists and mental health practitioners at ISD #709 to provide therapeutic services in a private setting.
7. Employ and be responsible for its employees placed in ISD #709 schools.
8. Maintain appropriate professional liability insurance.
9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.
10. Obtain parental permission to provide services.
11. Maintain and own mental health records of students served.
12. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. ISD #709 will not be responsible for the cost of services delivered by HDC.
13. Meet periodically with ISD #709 School Administration and other designated staff to review the working relationship, address any concerns/conflicts, and promote an active partnership.
14. Ensure meetings with HDC providers do not conflict with necessary school scheduling such as specialist time and academic scheduling without administrative permission.
15. Ensure that mental health services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD #709

ISD #709 will:

1. Meet with HDC administrative staff to plan a system of service delivery.
2. Inform ISD #709 Principals and school staff of services available and work with HDC staff to develop a system to identify and refer students that may need therapeutic services and supports. Meet periodically with HDC administration or designated staff to review the working relationship, address any concerns, and promote an active partnership.
3. Provide HDC therapists and practitioners with private meeting space with access to a telephone and internet connection.
4. Obtain parental permission before referring students to HDC for therapeutic services.
5. Upon parental permission, provide HDC staff with student schedules to meet with students for therapeutic services.

III. GENERAL TERMS

Terms. This MOU will begin effective the date of August 26th, 2022, and will continue through August 25th, 2023, unless either party provides written notice per the Termination clause below. This MOU will renew for one-year periods effective unlimited unless either party provides written notice of non renewal three (3) months before annual termination date. Otherwise, this MOU may be terminated in accordance with the section on Termination below.

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

Confidentiality. HDC and ISD #709 agree that by virtue of entering into this MOU, they will have access to certain confidential information regarding the other party's operations related to this project.

HDC and ISD #709 agree they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this MOU or required by law.

Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Parents/Guardians may be referred to HDC School-Linked Mental Health Therapists by members of the ISD #709 school staff or self-referred by the student or the student's parent(s) or guardian(s) according to established HDC procedures using a written referral form. HDC staff will contact parent(s)/guardian(s) and coordinate with ISD #709 school staff, as needed to coordinate services.

Every effort will be made by ISD #709 to refer students that are displaying a need for mental health services to HDC for appropriate therapeutic services.

Data Collection. ISD #709, upon receiving signed data sharing agreement from the parent/guardian (form must specifically list each type of data to be shared), will be responsible for submitting grades, attendance records, and behavioral violations to HDC when requested.

Background Check. *(Applies to contractors working independently with students.)* HDC, as the independent contractor, must provide an executed criminal history consent form and a money order or check payable to ISD #709 in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. HDC is precluded from performance of contract until the results of the criminal background check(s) are on file.

If HDC has already completed background checks for their business needs, HDC stipulates that the background checks are completed, current, and on file.

HDC also stipulates that any employees with a gross misdemeanor or felony will not work independently with ISD #709 students.

Independent Contractor. Both ISD #709 and HDC agree they will act as an independent contractor in the performance of its duties under this MOU. Nothing contained in this MOU 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 MOU.

Accordingly, HDC shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of HDC's activities in accordance with this MOU, 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.

Indemnity and Defense. HDC hereby agrees to defend, indemnify and hold ISD #709 harmless from all claims relating to its work pursuant to this MOU. In the event HDC 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 MOU.

ISD #709 hereby agrees to defend, indemnify and hold HDC harmless from all claims relating to its work pursuant to this MOU. In the event ISD #709 breaches its obligation to defend, indemnify and hold HDC harmless, then in addition to its other damages, HDC shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this MOU.

Notices. All notices to be given by HDC to ISD #709 shall be deemed to have been given by depositing the same in writing in the United States Mail to: ISD 709, Duluth Public Schools, Attn: Anthony Bonds,

Assistant Superintendent, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by ISD #709 to HDC shall be deemed to have been given by depositing the same in writing in the United States Mail to: Human Development Center, Attn: Ben Hatfield, CEO, 1401 E. 1st Street, Duluth, MN 55805.

Assignment. HDC shall not in any way assign or transfer any of its rights, interests, or obligations under this MOU in any way whatsoever without the prior written approval of ISD #709.

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

Governing Laws. This MOU, 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 MOU 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. HDC 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 MOU.

Conflict of Interest and Fiduciary Duty: All contractors doing business with ISD #709 agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on ISD #709's website.

Mutual Consent to Collaboration: HDC and ISD #709 agree to work cooperatively to establish times and locations for therapy services, determine a schedule, make and review referrals, and consistently communicate with one another to take additional steps needed to implement this MOU and accomplish the goals of School Linked Mental Health Services.

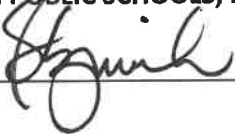
Agreed to as entered into below:

HUMAN DEVELOPMENT CENTER

Signed:  Date: 08-17-2022

Name: Ben Hatfield Title: Chief Executive Officer

DULUTH PUBLIC SCHOOLS, INDEPENDENT SCHOOL DISTRICT #709

Signed:  Date: 8/17/22

Name: Simone Zunich Title: Executive Director of Finance & Business Services

Merchant Account Program



Hello,

Thank you for choosing Booster to serve your school. We are excited to get started! This Merchant Account Program Agreement, by and between Booster and [Homocroft Elementary], effective as of [8/26/22] (this "Agreement") governs your use of the Service as further set forth and defined herein.

You have chosen to allow your supporters to pay via credit card payments and have those payments routed through the Booster merchant account (the "Service"). This Service, provided by Booster, is specifically reserved for school partners who, for various reasons, have current restrictions in place prohibiting credit card payments from being deposited directly into their bank account. Booster has agreed to receive the credit card payments on your behalf and settle amounts due at the end of the collections process. You remain solely and primarily liable for ensuring that you obtain all consents necessary to enable Booster to process such payments on your behalf and you shall defend, indemnify and hold harmless Booster from and against any claim resulting from your failure to obtain such consent necessary for Booster's payment processing.

All funds collected on your school's behalf are segregated from the main operating funds of Booster Enterprises, Inc. via a separate bank account held with a separate banking institution (currently, Bank of America) from Booster's main operating account (currently, IberiaBank) in accordance with applicable laws. You understand and agree that your use of the Service may be subject to certain terms and conditions of the separate banking institution or main operating account utilized by Booster. Booster's banking institution or main operating account may be changed at any time in Booster's sole discretion without notice to you. The sole purpose of this bank account is to house and disburse credit card donations collected on behalf of schools. All donations collected on behalf of the school are considered donations "for the use of" the school as defined in IRS Publication 526 and this form serves as the legal arrangement between Booster and the school.

At the conclusion of your program, the collections process will begin:

- You (School) will collect and retain all cash and check donations
- We (Booster) will collect and retain all credit card donations on your behalf.

You have 2 options to receive your portion of the Booster collected funds, which you shall provide in writing to Booster:

1. As each count is completed
2. At the end of the count process

Throughout the count process, your Client Care Consultant (C3) will ensure the amount due to both parties is accurate and kept in an organized manner given that the collected funds are held by two different parties.

When the home office sends a check to your school, we will subtract the amount we are owed from the check amount.

We take reasonable efforts to ensure that checks are sent out within 2 days of request from the C3. Your check may take up to 2 weeks to reach your school based on USPS timing.

You acknowledge and agree that Booster may terminate the Service at any time upon written notice to you.

The Service is provided on a strictly "as-is" basis, with all faults and Booster hereby disclaims any and all warranties relating thereto, whether express or implied, including without limitation, those implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. Except where prohibited by law, Booster's total, aggregate liability arising hereunder shall be limited to the fees actually collected by Booster in the three (3) months immediately preceding the event giving rise to such claim, and under no circumstances shall Booster be liable for any indirect, consequential, incidental or punitive damages.

Merchant Account Program



The Agreement constitutes the entire agreement between the parties and supersedes all other communications between the parties relating to the subject matter of the Agreement. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, reject, or supplement the Agreement shall be binding unless made in writing and signed by both parties, expressly and specifically referencing the. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in a writing signed by both parties, specifically referencing the Agreement. Nothing in the Agreement confers upon any person other than you any right or remedy under or by reason of this Agreement. All notices or other communications required or permitted to be given under the Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the second business day after mailing via a responsible international courier, or on the fifth business day after mailing by first class registered or certified mail, postage prepaid, to the address as either party may specify from time to time in writing or transmitted electronically if confirmed in writing by one of the above methods. Amendments and modifications to this Agreement will be effective only if written and signed by duly authorized representatives of both parties. The parties may execute this Agreement in counterparts, and each part when executed and combined with the other that is executed shall form the entire agreement. This Agreement shall be governed exclusively by the laws of the State of Georgia, without regard to any conflict of law principles. The parties hereto are independent contractors of one another and nothing herein shall be construed to create any agency, partnership, joint venture or employment relationship between the parties hereto.

If you have any concerns or questions during this process please don't hesitate to reach out. We are here to help!

As part of your acknowledgement of the information above, please sign and date below:

Thank you for partnering with Booster!

Homecroft Elementary School
School Name

Simone Zurich
Representative Name (printed)

Simone Zurich
Representative Name (signature)

8/26/22
Date

Booster Enterprises, Inc.

Adam Ridenour, VP of Finance
Representative Name (printed)

[Signature]
Representative Name (signature)

7/26/2022
Date