

Region 7AA Facilities Use Agreement – 2018-2019

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

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

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

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

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

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

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

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

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

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

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

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

MSHSL Region 7AA

Authorized Signer Name Douglas L. MacIver

Title Executive Secretary/Treasurer

Date _____

Region 7AA Facilities Use Agreement – 2018-2019

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

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

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

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

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

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

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

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

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

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

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

School Name Duluth East High School

Authorized Signer Name William Cronseth

Title William Cronseth, Superintendent

Date 9/19/18

MSHSL Region 7AA

Authorized Signer Name Douglas L. MacIver

Title Executive Secretary/Treasurer

Date _____

Contract for Western Lake Superior Habitat for Humanity

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to District:

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

If to Owner:

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

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

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

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

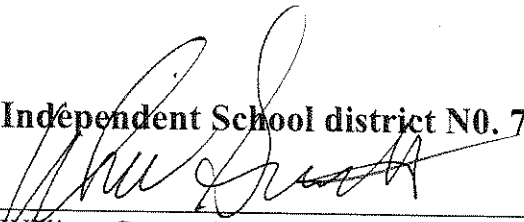
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Western Lake Superior Habitat for Humanity

David Clanaugh
Executive Director

Independent School district NO. 709



William Gronseth
Superintendent

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GRAND CANYON UNIVERSITY™

College of Nursing
and Health Care Professions

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

Memorandum of Understanding

Between

Laura MacArthur Elementary School

(referred to as "facility")

and

Grand Canyon University

(referred to as "GCU")

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

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

GCU assures that the student is:

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

Facility, preceptor/mentor and GCU agree to mutually:

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

While student is at facility, GCU:

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

(Memorandum of Understanding continues on following page.)

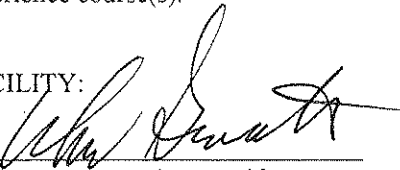
The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with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

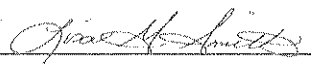
Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this agreement. Any liabilities or claims for property loss or death or personal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

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

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

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

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

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

BackPack Program Partner Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

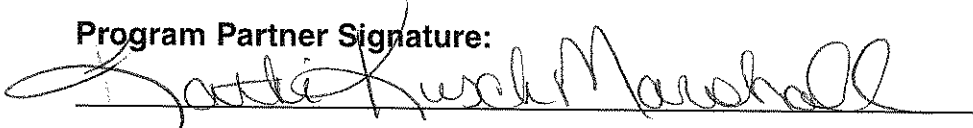
research, design and development, and collaborative guidance in program implementation.

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

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

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

Program Partner Signature:

 9/10/18

Program Partner Signature (Principal or Executive Director)

Date

Kathi Kusch Marshall 9/10/18

Printed Name Title

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

Questions regarding this agreement should be directed to:

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




**William Gronseth
Superintendent**

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

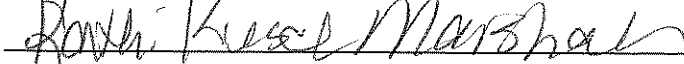
The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

 9/10/18

Program Partner Signature (Principal or Executive Director)

Date

 9/10/18

Printed Name Title

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

Staff Volunteer

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

Jeana Marshak

Heidi Klassen



**William Gronseth
Superintendent**



BackPack Program Partner Agreement

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

A. Program Partner Agrees To:

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

B. The BackPack Program Description

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

C. The BackPack Program Partner Agrees To:

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



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

D. Second Harvest Northern Lakes Food Bank Agrees To:

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



E. General Provisions

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

F. Signatures

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

Program Partner Signature:

Tom Cawcutt
Program Partner Signature (Principal or Executive Director)

9/10/10
Date

Tom Cawcutt
Printed Name

Principal
Title

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

Questions regarding this agreement should be directed to:

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



William Gronseth
William Gronseth
Superintendent



National Background Check

Policy and Procedure

Purpose

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

Policy

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

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

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

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

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

Procedure

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

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

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



Verification

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

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

Program Partner Signature:

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

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

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

William Gronseth
 William Gronseth
 Superintendent



BackPack Program Partner Agreement

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

A. Program Partner Agrees To:

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

B. The BackPack Program Description

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

C. The BackPack Program Partner Agrees To:

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



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

D. Second Harvest Northern Lakes Food Bank Agrees To:

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



E. General Provisions

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

F. Signatures

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

Program Partner Signature:

9/10/18

Program Partner Signature (Principal or Executive Director)

Date

Darren Sheldon

Principal

Printed Name

Title

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

Questions regarding this agreement should be directed to:

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



William Gronseth
Superintendent



National Background Check Policy and Procedure

Purpose

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

Policy

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

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

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

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

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

Procedure

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

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

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



Verification

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

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

Program Partner Signature:

9/10/18

Program Partner Signature (Principal or Executive Director)

Date

Darren Sheldon

Principal

Printed Name

Title

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

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

William Gronseth
Superintendent



BackPack Program Partner Agreement

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

A. Program Partner Agrees To:

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

B. The BackPack Program Description

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

C. The BackPack Program Partner Agrees To:

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



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

D. Second Harvest Northern Lakes Food Bank Agrees To:

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



E. General Provisions

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

F. Signatures

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

Program Partner Signature:

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

9/19/18
Date

James Ericson
Printed Name

Principal
Title

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

Questions regarding this agreement should be directed to:

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



[Signature]
William Gronseth
Superintendent



National Background Check

Policy and Procedure

Purpose

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

Policy

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

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

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

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

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

Procedure

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

- Social Security History to assure proper identification
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- Criminal History record search

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

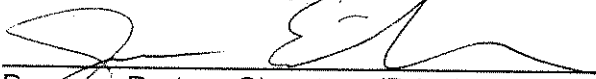


Verification

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

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

Program Partner Signature:



Program Partner Signature (Principal or Executive Director)

9/19/18

Date

James Erickson

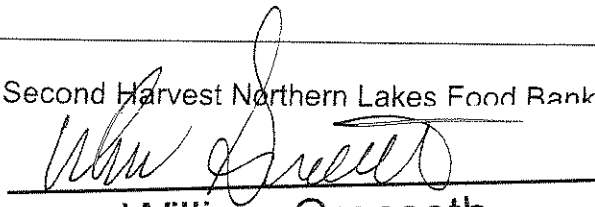
Printed Name

Principal

Title

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

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



William Gronseth
Superintendent



BackPack Program Partner Agreement

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

A. Program Partner Agrees To:

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

B. The BackPack Program Description

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

C. The BackPack Program Partner Agrees To:

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



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

D. Second Harvest Northern Lakes Food Bank Agrees To:

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



E. General Provisions

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

F. Signatures

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

Program Partner Signature:

Jan Larva
Program Partner Signature (Principal or Executive Director)

9/25/18
Date

JEN LARVA
Printed Name

Principal
Title

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

Questions regarding this agreement should be directed to:

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



William Gronseth

William Gronseth
Superintendent



National Background Check

Policy and Procedure

Purpose

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

Policy

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

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

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

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

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

Procedure

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

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

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



Verification

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

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

Program Partner Signature:

Jen Larva
 Program Partner Signature (Principal or Executive Director)

9/25/18
 Date

JEN LARVA
 Printed Name

Principal
 Title

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

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

William Gronseth
 William Gronseth
 Superintendent



BackPack Program Partner Agreement

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

A. Program Partner Agrees To:

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

B. The BackPack Program Description

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

C. The BackPack Program Partner Agrees To:

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



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

D. Second Harvest Northern Lakes Food Bank Agrees To:

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



E. General Provisions

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

F. Signatures

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

Program Partner Signature:

Amy Worden
Program Partner Signature (Principal or Executive Director)

9/11/18
Date

Amy Worden, Principal
Printed Name

9/11/18
Title

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

Questions regarding this agreement should be directed to:

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



William Gronseth

William Gronseth
Superintendent



National Background Check Policy and Procedure

Purpose

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

Policy

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

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

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

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

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

Procedure

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

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

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



Verification

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

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

Program Partner Signature:

Amy Worden

09/12/18

Program Partner Signature (Principal or Executive Director)

Date

Amy Worden

Principal

Printed Name

Title

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

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

William Gronseth

William Gronseth
Superintendent



BackPack Program Partner Agreement

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

A. Program Partner Agrees To:

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

B. The BackPack Program Description

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

C. The BackPack Program Partner Agrees To:

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



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

D. Second Harvest Northern Lakes Food Bank Agrees To:

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



E. General Provisions

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

F. Signatures

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

Program Partner Signature:

Program Partner Signature (Principal or Executive Director)

Beth Sherman

Printed Name

Date

9/8/18

Title

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

Questions regarding this agreement should be directed to:

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



William Gronseth
Superintendent



National Background Check Policy and Procedure

Purpose

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

Policy

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

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

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

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

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

Procedure

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

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

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



Verification

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

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

Program Partner Signature:

B Sherman
 Program Partner Signature (Principal or Executive Director)

9/8/18
 Date

Beth Sherman
 Printed Name

Principal
 Title

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

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

William Gronseth
 William Gronseth
 Superintendent



BackPack Program Partner Agreement

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

A. Program Partner Agrees To:

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

B. The BackPack Program Description

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

C. The BackPack Program Partner Agrees To:

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



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

D. Second Harvest Northern Lakes Food Bank Agrees To:

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



E. General Provisions

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

F. Signatures

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

Program Partner Signature:

[Handwritten Signature]

Program Partner Signature (Principal or Executive Director)

Sept. 7th, 2018

Date

Nathan Glockle

Printed Name

Principal

Title

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

Questions regarding this agreement should be directed to:

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



[Handwritten Signature]

William Gronseth
Superintendent



National Background Check Policy and Procedure

Purpose

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

Policy

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

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

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

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

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

Procedure

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

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

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



Verification

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

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

Program Partner Signature:

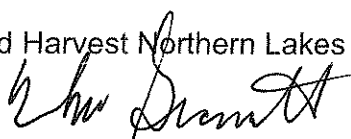

Sept 7th, 2018
 Date

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

Principal
 Title

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

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



 William Gronseth
 Superintendent