

SECOND AMENDMENT TO  
SUB-RECIPIENT FUNDING AGREEMENT BETWEEN  
INDEPENDENT SCHOOL DISTRICT 709  
(ADULT BASIC EDUCATION PROGRAM &  
LEARNING CENTER)  
AND  
CITY OF DULUTH FOR THE  
STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT  
WORKFORCE DEVELOPMENT DIVISION

PATHWAYS TO PROSPERITY  
CONNECTIONS TO CAREERS IN HEALTHCARE AND CONSTRUCTION

This Second Amendment, effective as of the date of attestation by the City Clerk (“Effective Date”) is by and between the CITY OF DULUTH, (the “City”) and ISD 709 ADULT BASIC EDUCATION, (the “Grantee”).

WHEREAS, the City and Grantee entered into a Sub-Recipient Funding Agreement (“Agreement”) on or about December 20, 2019 (Approved by Resolution No. 19-0851) (City Contract No. 23836); a First Amendment was entered on or about November 25, 2020 (Approved by Resolution No. 20-0835).

WHEREAS, both the City and Grantee wish to extend the time for performance to December 31, 2021.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

In this Second Amendment, deleted terms will be ~~struck out~~ and added terms will be underlined.

1. Section 3 TIME OF PERFORMANCE is amended as follows:

**3. TIME OF PERFORMANCE.** Grantee must start the Program upon execution of this Agreement and complete the Program on or before ~~September 30, 2021~~December 31, 2021. The

SFY 2020 performance period ends December 31, 2020 and the SFY 2021 performance period ends ~~September 30, 2021~~December 31, 2021. The city is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.

2. Section 5 DISBURSEMENT is amended as follows;

**5. DISBURSEMENT.** It is expressly agreed and understood that the City will pay Grantee under this Agreement \$30,040 in the SFY 2020 and \$28,715 in SFY 2021 with the total amount not to exceed \$58,755. City will pay Grantee for all services performed under this Agreement.

Grantee's proposed budget is attached as Exhibit D. Invoices may be submitted on a monthly basis or other timeframe approved in writing by the Workforce Development Director, but must be submitted at a mid-point, and at the conclusion of the training contract. For SFY 2020, a final invoice must be received by January 31, 2021; for SFY 2021 a final invoice must be received by ~~October 31, 2021~~January 14, 2022. Payment for services will be sent within 45 days of receipt of invoice.


3 Except as specifically amended pursuant to this Second Amendment, the Agreement remains in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the provisions of the Agreement, the provisions of this Second Amendment shall govern.

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

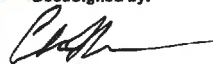
**CITY OF DULUTH**

**ISD 709 Adult Basic Education**

DocuSigned by:  
  
By \_\_\_\_\_  
38F2E820ED714AA...  
Mayor

DocuSigned by:  
  
By \_\_\_\_\_  
EB8F2CAC8D644B2...

Its: CFO \_\_\_\_\_

Attest:  
DocuSigned by:  
  
\_\_\_\_\_  
7A24D112558345B...  
City Clerk  
Date Attested: 10/1/2021 \_\_\_\_\_

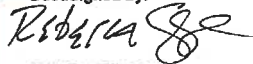
By: \_\_\_\_\_

Its: \_\_\_\_\_

Countersigned:

DocuSigned by:  
  
\_\_\_\_\_  
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City Auditor

As to form:

DocuSigned by:  
  
\_\_\_\_\_  
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City Attorney



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



7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).
8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two (2) years.
9. Ensure that at least one (1) key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the last Friday of each month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

#### **D. Second Harvest Northern Lakes Food Bank Agrees To:**

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through biennial monitoring and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).



- 6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
- 7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
- 8. Support fundraising and marketing efforts which will ensure long-term program sustainability.

**E. General Provisions**

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

**F. Signatures**

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

**Program Partner Signature:**

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

10-1-21  
 Date

Kathi Kusch Marshall  
 Printed Name

Principal  
 Title

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

Questions regarding this agreement should be directed to:

Catherine Erickson

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

Catherine Erickson, CFO





## **Background Check Policy and Procedure**

### **Purpose**

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

### **Policy**

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

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

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

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

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

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



Catherine Erickson  
Catherine Erickson, CFO

**Verification**

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

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

**Program Partner Signature:**

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

10-1-21  
Date

Kathi Kusch Marshall  
Printed Name

Principal  
Title

Names of program staff or volunteer(s):	Staff	Volunteer
Addie Smith	X	
Lisa Wentworth	✓	

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





## BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and 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 background check (see Background Check Policy and Procedure).



7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).
8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two (2) years.
9. Ensure that at least one (1) key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the last Friday of each month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

#### **D. Second Harvest Northern Lakes Food Bank Agrees To:**

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through biennial monitoring and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).



- 6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
- 7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
- 8. Support fundraising and marketing efforts which will ensure long-term program sustainability.

**E. General Provisions**

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

**F. Signatures**

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

Program Partner Signature:

  
\_\_\_\_\_

Program Partner Signature (Principal or Executive Director)

DARREN SHELDON

Printed Name

10-13-21

Date

Principal

Title

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

Questions regarding this agreement should be directed to:



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

Catherine Erickson, CFO





## **Background Check Policy and Procedure**

### **Purpose**

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

### **Policy**

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

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

- ✓ Staff who work directly with the kids in the program daily
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Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks on program staff and volunteers during routine site inspections.



*Catherine Erickson*

Catherine Erickson, CFO

**Verification**

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

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

**Program Partner Signature:**

*Darren Sheldon*

Program Partner Signature (Principal or Executive Director)

DARREN SHELTON

Printed Name

*10-13-21*

Date

*i Principal*

Title

Names of program staff or volunteer(s):	Staff	Volunteer
<i>Jerrie Soderburg</i>	✓	

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



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**F. Signatures**

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

Program Partner Signature:

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

Jessica Cook  
 Printed Name

10/5/21  
 Date

Principal  
 Title

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

Questions regarding this agreement should be directed to:

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

*[Handwritten Signature]*

Catherine Erickson, CFO







## **Background Check Policy and Procedure**

### **Purpose**

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

### **Policy**

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



Catherine Erickson  
Catherine Erickson, CFO

**Verification**

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

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

**Program Partner Signature:**

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

10/5/21  
Date

Jessica Cook  
Printed Name

Principal  
Title

Names of program staff or volunteer(s):	Staff	Volunteer
Jessica Cook	✓	
Monica Hallfrisch	✓	
Pao Vang	✓	
Lynn Kuehnou	✓	

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