



MEMORANDUM OF UNDERSTANDING BETWEEN NORTHWOOD CHILDREN'S SERVICES AND DULUTH SCHOOL DISTRICT, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Northwood Children's Services, a non-profit corporation, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Northwood Children's Services and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to have Day Treatment and mental health services available on site at its schools:

WHEREAS, Northwood Children's Services desires to locate day treatment programs and mental health therapists at Duluth school buildings to provide mental health services such as day treatment programming, assessments, psychotherapy, and consultation;

Therefore, Northwood Children's Services and the Duluth School District agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

II. ROLES AND RESPONSIBILITIES

Roles of Northwood Children's Services and Duluth School District

It is understood that Northwood Children's Services and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties to communicate any cause or concern pertaining to any and all items that affect the overall success of the Memorandum of Understanding in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Northwood Children's Services day treatment and community mental health provider

Students served by Northwood Children's Services are clients of Northwood Children's Services, subject to the same rights and responsibilities as clients served in Northwood Children's Services settings.

Northwood Children's Services will;

1. Meet with Duluth Schools administration staff to plan a system of day treatment and mental health service delivery
2. Locate day treatment program(s) and therapist(s) at Duluth schools in order to provide day treatment mental health services

WEST CAMPUS

4000 W. 9th Street
Duluth, MN 55807

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F: 218.628.1347

northwoodchildren.org

3. Employ and be responsible for its case managers, practitioners and therapists placed at Duluth schools
4. Maintain appropriate professional liability insurance
5. Accept "requests for services" from school district staff with final placement decisions determined by Northwood Children's Services
6. Share student/client information with school staff as needed and with the consent of the student/responsible parent
7. Obtain parental permission to provide mental health services
8. Maintain and own mental health records of students served
9. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. The School district shall not be responsible for the cost of services delivered by Northwood Children's Services
10. Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership

Role of Duluth School District

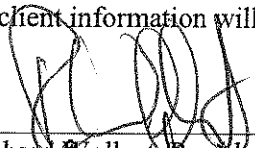
1. Meet with Northwood Children's Services administration staff to plan a system of day treatment and mental health service delivery
2. Provide Northwood Children's Services day treatment programs and therapists with appropriate, private space where they are allowed to furnish it with the furniture deemed necessary to provide a safe and comfortable environment for mental health treatment. Ensure they are provided access to fax machines, printer, internet connection, and telephones. Once the rooms are established in the designated schools, those rooms shall remain the work space for Northwood Children's Services Employees unless the superintendent of Duluth Public Schools and the President/CEO of Northwood Children's Services deem otherwise. The rooms are as follows: Piedmont Elementary Room 235 and Room 238, Lincoln Middle School Room 1510, Room 1533 and 1520, Myers-Wilkins Room 223 and Room 226, Laura MacArthur Room B114 and B116
3. Inform school staff of Northwood Children's Services available and work with Northwood Children's Services staff to develop a system to identify and refer students that may be in need of day treatment/mental health services. Such referrals shall not in any way be construed to create financial responsibility for service delivered by Northwood Children's Services. Final service delivery decisions are made by Northwood Children's Services
4. Meet periodically with Northwood Children's Services administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership

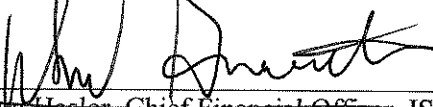
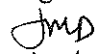
III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 8/1/18 and will remain in effect unless either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

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

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

Signed:  _____ Date: 6/18/18
Richard Wolleat, President & CEO, Northwood Children's Services

Signed:  _____ Date: 6/22/18
 Doug Haster, Chief Financial Officer, ISD #709
06/22/18 William Gronseth, Superintendent

FACILITY USAGE/INDEMNITY AGREEMENT

PARISH: HOLY ROSARY CATHEDRAL, DULUTH

PARISH is understood to include the Arch/Diocese of DULUTH, MINNESOTA

FACILITY USER: Congdon Keyzone - ISS 709

DATES OF FACILITY USAGE: July 2, 2018 - August 31, 2018

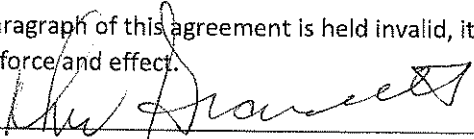
TYPE OF FACILITY USAGE: Playground and Equipment

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named PARISH.

FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH by FACILITY USER'S employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

If FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve FACILITY USER's responsibility to comply with the above (second) paragraph.

If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: 

(Must be an official agent of FACILITY USER)

NAME (Please print): Wm Gronseth

DATE: 6/26/18

**AGREEMENT
BY AND BETWEEN
THE CITY OF DULUTH, THROUGH THE
DULUTH PUBLIC LIBRARY,
AND
INDEPENDENT SCHOOL DISTRICT NO. 709**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), by and between the City of Duluth through the Duluth Public Library ("Library") and Independent School District 709 ("ISD 709").

WHEREAS, the Library and ISD 709 wish to establish a virtual library card program for students and educators called Library Port program; and

WHEREAS, the Library Port program will connect ISD 709 students to the resources available through the Library including a broad range of electronic resources, such as on-line homework help, electronic databases, e-books and electronic magazines; and

WHEREAS, the Library Port program will benefit the Duluth community by encouraging student engagement with the library.

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

- I. ISD 709 Obligations.
 - A. ISD 709 agrees to integrate Library Port training materials provided by the Library into at least one staff professional development session every year;
 - B. ISD 709 agrees to create an opt-out process for parents consistent with federal and state law;
 - C. ISD 709 agrees to provide the following information on participating students to the Library: Unique ID, Student ID number, Name, Address, Phone, Email, Date of Birth, School, and Grade;
 - D. ISD 709 agrees to implement the following processes for transferring student data to the Library for the purpose of creating virtual library cards:
 1. Assign all students a unique number up to six digits. (Codes will be assigned to individual schools to add to that data output.)
 2. Run queries from ISD 709 student system (e.g. Infinite Campus) into a tab delimited text file.
 3. Transfer queries via Library's secure FTP site on a regular basis;
 - E. ISD 709 agrees to promote Library Port internally to ensure that Library Port is a resource to enrich students' curriculum and the library is part of students' community; and

- F. ISD 709 agrees to promote Library Port externally to parents and the general public in partnership with the Library, including a formal announcement of the partnership agreed upon by both parties.

II. Library Obligation.

- A. Library agrees to provide access to Library resources risk free. ISD 709 students will be able to check out digital materials and up to five physical items without overdue fines;
- B. Library agrees to provide staff of ISD709, including those that live outside the City of Duluth, with a digital access card allowing access to Library Port electronic materials; and
- C. Library agrees to promote Library Port externally to the general public in partnership with the ISD709, including a formal announcement of the partnership agreed upon by both parties.

III. General Terms and Conditions.

- A. Data Practices.
Each party will abide by the provisions of Minn. Stat. Chapter 13, the Minnesota Data Practices Act, as well as the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 in the handling and disclosure of data.
- B. Contract Period.
Notwithstanding the date of execution, the term of this Agreement shall commence on the Effective date and shall continue until June 30, 2020, unless terminated earlier as provided for herein. Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement without cause.
- C. Non-Discrimination.
Parties shall not discriminate against any person in granting or denying access to Library Port because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance.
- D. Hold Harmless.
Each party shall be responsible for its own acts and omissions in carrying out the obligations of this Agreement.
- E. Notices
Notice to the Library or ISD 709 provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City

Duluth Public Library
520 W. Superior Street
Duluth, MN 55802
Attn: Library Manager

ISD 709

Duluth Public Schools, ISD 709
215 N 1st Ave E
Duluth, MN 55802
Attn: Superintendent of Duluth Public Schools

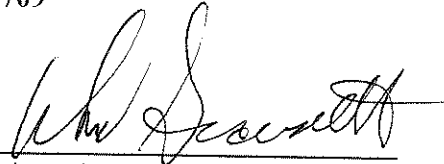
- F. Laws, Rules and Regulations.
Parties agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.
- G. Applicable Law.
This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Duluth, Minnesota.
- H. Severability.
In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.
- I. Entire Agreement.
It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.
- J. Counterparts.
This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

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

CITY OF DULUTH

ISD 709

By: _____
Mayor

By: 
Superintendent

ATTEST:

City Clerk
Date: _____

Approved as to form:

City Attorney

Countersigned:

City Auditor