

**MEMORANDUM OF UNDERSTANDING  
BETWEEN COMPANIES TO CLASSROOMS  
AND INDEPENDENT SCHOOL DISTRICT #709**

- I. Parties:** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made, and entered into, by and between the Companies to Classrooms Duluth, a non-Profit corporation (“C2C”), and the Independent School District #709, a public corporation (“DISTRICT”).
- II. Purpose:** The purpose of this MOU is to provide C2C with space to store and distribute excess supplies and furniture to educators, free of charge, to better serve the needs of DISTRICT staff, and other area educators.
- III. Term:** This MOU is effective upon the date executed by the duly authorized representatives of the parties, and will remain in effect for a period of one (1) year with the option to extend annually by mutual agreement by both parties in writing. This MOU may be terminated, without cause, by either party upon 60 days written notice, such notice to be delivered by hand or by certified mail (see section #11).
- IV. C2C Responsibilities:**
1. Make excess supplies and furniture available to DISTRICT and area educators free of charge.
  2. Volunteers will park in any of the DISTRICT lots, excluding the alley and visitor parking (visitor parking may be used if a handicap spot is needed).
  3. Volunteers will use their DISTRICT IDs to enter Historical Old Central High School (HOCHS).
  4. Volunteers will wear DISTRICT IDs while in HOCHS.
  5. Communicate HOCHS entry protocol and parking to patrons.
  6. Operate its store from space designated by the DISTRICT in HOCHS. See EXHIBIT A.
  7. Maintain store hours not to exceed 3 hours per day, 3 days per week when HOCHS is in operation, unless additional hours and/or days are approved by the authorized representative of the DISTRICT.
  8. C2C staff will only access HOCHS between the hours of 7 a.m. – 7 p.m., Monday through Friday, when HOCHS is open (excludes holidays, snow days, etc.), unless otherwise arranged ahead of time.
  9. Inform the DISTRICT of its established hours of operation and/or changes to such hours with at least a 10 day notice by completing the “Application for Use of School Facility” and submitting to Community Education, Room 219.
  10. Provide responsible and reliable staff to operate its store and supervise store patrons.

11. Exercise reasonable care to safeguard any real or personal property of the DISTRICT which is located proximate to the space designated for its use.
12. C2C staff will not use any DISTRICT electric or motorized lifting devices. Pallet jacks are okay to use after training has been received.
13. Notify the DISTRICT, in a timely manner, when the loading dock area will be needed for large or heavy deliveries.
14. Will not make any changes or alterations to their designated space in HOCHS (see EXHIBIT A) without prior written consent.
15. Will keep their designated space neat and orderly, and utilize garbage cans for everyday use in their area.
16. Will dispose of shipping or large packing materials in the DISTRICT dumpsters located in the alley behind the HOCHS building.
17. Will follow building standards for recycling; aluminum, plastic, paper and boxes. C2C may use the recycle bin directly outside their space.
18. Reimburse the DISTRICT when C2C operates its 'store' during days when HOCHS is not regularly open (weekends). C2C agrees to reimburse the DISTRICT at the current salary schedules (See Community Education for the current rates).
19. Maintain a commercial general liability coverage limit of \$1,000,000 per occurrence to indemnify the school district and hold it harmless from any liability such as (but not limited to) personal injury, death or property damage. C2C will:
  - a. List the DISTRICT as a certificate holder and additional insured, and
  - b. Have the certificate of insurance sent annually to the DISTRICT authorized representative (see section #11).

**V. DISTRICT Responsibilities:**

1. Designate space at HOCHS for the use of C2C to store and distribute excess supplies and furniture. Such space will represent approximately 2,190 square feet. See EXHIBIT A.
2. Provide two keys for the small room located within C2C's space. See EXHIBIT A.
3. Allow access to the loading dock for receiving or distribution of specific items that are too large or heavy to travel the public route.
4. Allow C2C to enter HOCHS between the hours of 7 a.m. – 7 p.m., Monday through Friday, on days that HOHCS is open (excludes holidays, snow days, etc.).
5. Allow access into HOCHS for patrons when C2C is open for business.
6. Provide a phone line for C2C staff use in the space designated for C2C.
7. Provide for a voicemail box for C2C at a cost of \$50/year to C2C.
8. Deliver and pick up USPS mail when C2C is open.
9. Provide parking for C2C volunteers and non-DISTRICT store patrons.
10. Provide DISTRICT ID badges and parking decals for C2C volunteers.
11. Maintain space in a manner consistent with cleaning standards established for HOCHS to include sweeping, mopping, vacuuming and trash.

12. Invoice C2C when charges occur, including annual voicemail charges and any days HOCHS is opened specifically for C2C business.
13. Include C2C in the District directory.

- VI. **Liability for Loss:** C2C acknowledges that the DISTRICT is not responsible for any loss or damage to C2C property which is stored in the space designated for its use.
- VII. **Relationship between the Parties:** The Parties expressly acknowledge that nothing in this MOU is intended nor may be construed to create an employer/employee or joint venture relationship between the parties.
- VIII. **Entire Agreement:** This MOU sets forth and constitutes the entire agreement between the parties with respect to the subject matter as of the date hereof, and supersedes any and all prior agreements or understandings concerning this subject matter.
- IX. **Waiver:** The failure of any Party to insist in any one or more instances upon the performance of the terms, covenants, or conditions of this MOU and to exercise any rights hereunder will not be construed as a waiver or relinquishment of future performance of any such term, covenant, or condition or the future exercise of such right. The obligations of the other Party with respect to such future performance will continue in full force and effect.
- X. **Assignment Prohibited:** No Party may assign this MOU without the prior written consent of the other Party.
- XI. **Notices:** Unless otherwise specified in this MOU, any reporting obligations or notices required of any party will be addressed as follows:

**Designation of Authorized  
Representative for C2C:**  
Duluth Public Schools  
Attn: Mary Streufert, Companies to  
Classrooms Duluth  
215 N 1<sup>st</sup> Ave. E.  
Duluth, MN 55802

**Designation of Authorized  
Representative for DISTRICT:**  
Independent School District #709  
Duluth Public Schools  
Attn: CFO, Room 215  
215 N. 1<sup>st</sup> Ave. E.  
Duluth, MN 55802

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

**COMPANIES TO CLASSROOMS**

By: Mary Streufert

Print Name: Mary Streufert

Title: Board Chair

Date: 8-23-19

**INDEPENDENT SCHOOL DISTRICT #709, DULUTH PUBLIC SCHOOLS**

By: Catherine Erickson

Print Name: Catherine Erickson

Title: CFO, Executive Director of Business Services

Date: 8/23/19

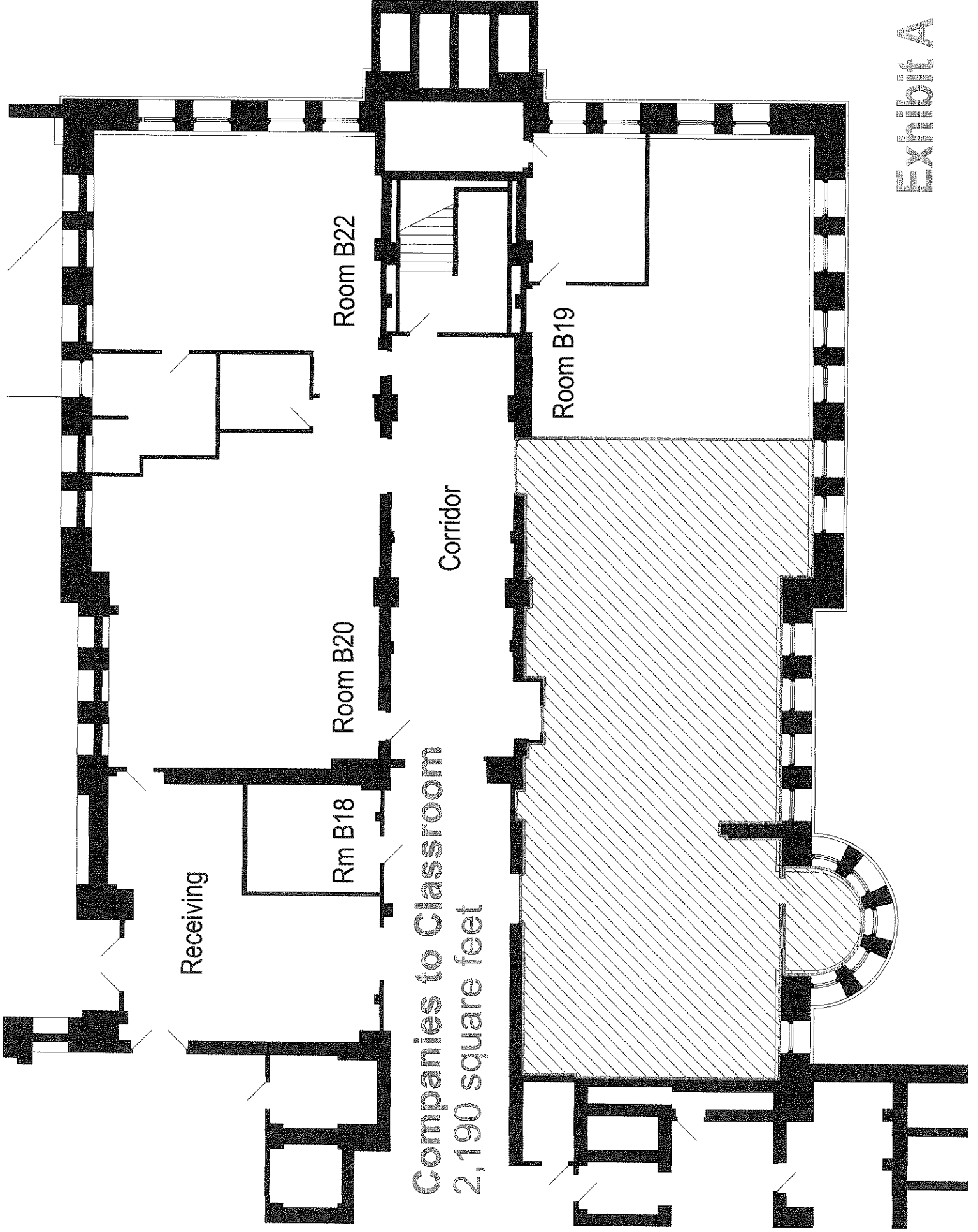


Exhibit A

Denfeld HS

School Consent Agreement – Members Cooperative Credit Union

I, Catherine Erickson, an authorized representative of the ISD # hereby give Members Cooperative Credit Union and those acting on its behalf permission to use the colors, mascot and name of the schools and sports teams maintained and operated within ISD # in a reasonable, positive and respectful manner for use of the school debit card and for promoting the debit card program. ISD # will be provided a copy of all marketing materials created by Members Cooperative Credit Union prior to dissemination and the ISD will not unreasonably object to such marketing materials.

Permission is granted for two years following execution of this consent agreement.

Dated: 8/13/19

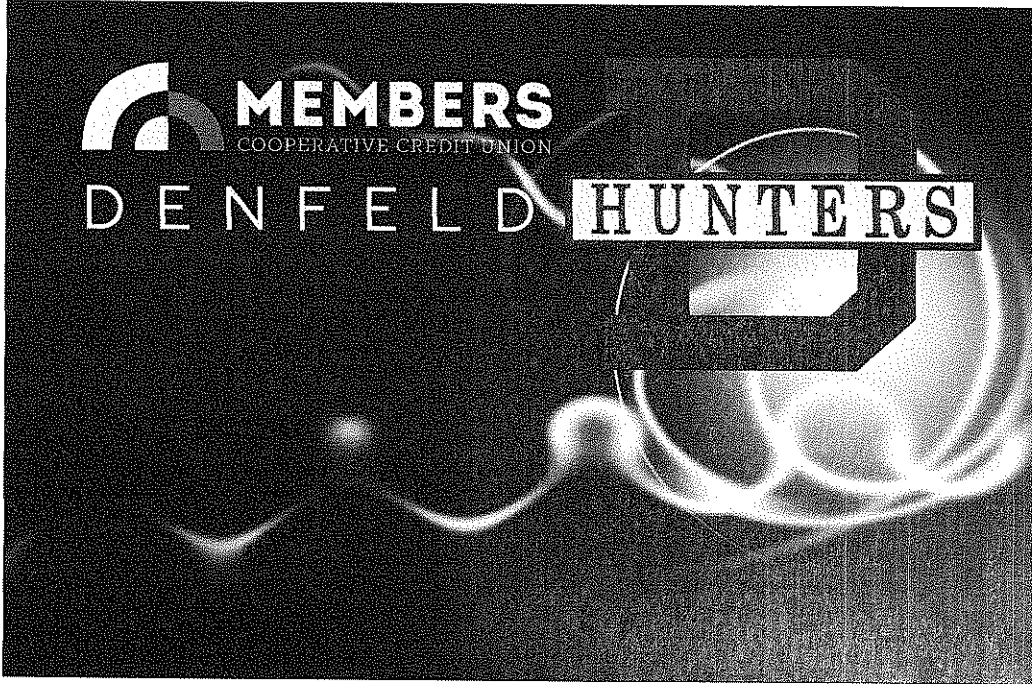
Signed By: Catherine Erickson

Title: CFD



**MEMBERS**  
COOPERATIVE CREDIT UNION

DENFELD HUNTERS



Duluth East HS

School Consent Agreement – Members Cooperative Credit Union

I, Catherine Erickson, an authorized representative of the ISD # hereby give Members Cooperative Credit Union and those acting on its behalf permission to use the colors, mascot and name of the schools and sports teams maintained and operated within ISD # in a reasonable, positive and respectful manner for use of the school debit card and for promoting the debit card program. ISD # will be provided a copy of all marketing materials created by Members Cooperative Credit Union prior to dissemination and the ISD will not unreasonably object to such marketing materials.

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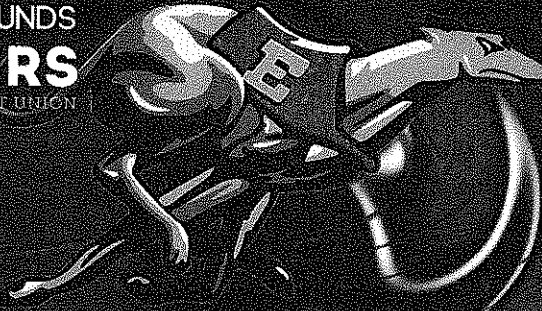
Dated: 8/13/19

Signed By: Catherine Erickson

Title: CFO



*East High School*  
GREYHOUNDS  
**MEMBERS**  
COOPERATIVE CREDIT UNION



## Region 7AA Facilities Use Agreement – 2019-2020

This Agreement is entered into on 8/1/19 (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, 2019 through July 31, 2020.**

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, 2020.

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

School Name Duluth Public Schools - ISD 709

Authorized Signer Name Catherine Edson

Title CFD

Date 8/8/19

MSHSL Region 7AA

Authorized Signer Name Douglas L. MacIver

Title Executive Secretary/Treasurer

Date \_\_\_\_\_

## Region 7AA Facilities Use Agreement – 2019-2020

This Agreement is entered into on 8/1/19 (Date) by and between Minnesota State High School League and Region 7AA (Region), and East High School (Host School).  
**The term of this agreement is August 1, 2019 through July 31, 2020.**

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.

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

School Name ISD 709 Duluth Public Schools

Authorized Signer Name Catherine Edson

Title CFO

Date 8/8/19

MSHSL Region 7AA

Authorized Signer Name Douglas L. MacIver

Title Executive Secretary/Treasurer

Date \_\_\_\_\_

**AGREEMENT BETWEEN ST. LOUIS COUNTY – PUBLIC HEALTH AND  
THE DULUTH SCHOOL DISTRICT, ISD #709**

**I. BACKGROUND AND INTENT**

This Agreement is between St. Louis County – Public Health and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Agreement is to define the relationships, benefits, and responsibilities of St. Louis County – Public Health 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 provide a quality, comprehensive education to each student by further supporting students’ social-emotional and behavioral needs through community partners available on site at Lincoln Park Middle School;

WHEREAS Lincoln Park Middle School is a Full-Service Community School and seeks to provide students and staff with social-emotional support and resources;

WHEREAS, St. Louis County – Public Health, desires to have staff available at Lincoln Park Middle School to provide information and support to students and staff;

**Therefore, St. Louis County – Public Health and the Duluth School District agree that it is in the best interests of all concerned to enter into this Agreement.**

**II. ROLES AND RESPONSIBILITIES**

**Roles of St. Louis County – Public Health and Duluth School District**

It is understood that St. Louis County – Public Health and Duluth School District staff must work together as a team to effectively meet the needs of Duluth School District students, and all parties to communicate any pertinent information or concerns that affect the overall success of the Agreement in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

**Role of St. Louis County – Public Health**

St. Louis County – Public Health will:

1. Meet with designated Lincoln Park Middle School staff to plan a system of service delivery.
2. Provide services on site at Lincoln Park Middle School.
3. Employ and be responsible for its staff placed at Lincoln Park Middle School.
4. Maintain appropriate professional liability insurance.

5. Share student information with school staff as needed and with the consent of the student/responsible parent.
6. Conduct appropriate background checks to ensure that St. Louis County – Public Health staff are not legally restricted from performing the duties of their job in a school setting.
7. 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/Lincoln Park Middle School**

Duluth School District/Lincoln Park Middle School will:

1. Meet with St. Louis County – Public Health staff to plan a system of service delivery.
2. Provide St. Louis County – Public Health staff with appropriate space.
3. Inform school staff of the services available through St. Louis County Public Health.
4. Work in partnership with staff at Lincoln Park Middle School.
5. Meet periodically with St. Louis County – Public Health designated staff to review the working relationship in order to address any concerns and promote an active partnership.

### **III. GENERAL TERMS**

#### **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

**Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools  
Attn: Rachel Thapa, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: St. Louis County Public Health, Government Services Building, Attn: Sarah Miller, 320 W. 2<sup>nd</sup> St., Suite 7 West, Duluth, MN, 55802.

**Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

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

**Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.




**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

**Terms.** This Agreement will begin effective the date of 09-01-19 and will remain in effect unless either party provides written notice of non-renewal three 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.** St. Louis County – Public Health and the 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. St. Louis County – Public Health and the 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, student releases will be secured before confidential student information is exchanged. Confidential student information will be handled with the utmost discretion and judgment.

Signed:   
Superintendent, ISD709

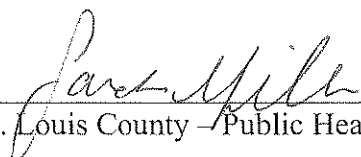
Date: 8/20/19

Signed:   
Director of Business Services, ISD709

Date: 8-15-19

Signed:   
LPMS Representative

Date: 08/14/19

Signed:   
St. Louis County – Public Health Representative

Date: 8/14/19