



License Number L
Standard Short Term

UNIVERSITY OF MINNESOTA USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is entered into effective as of 8/14/2017 by and between the Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and Independent School District #709 (the "Landlord"), an unincorporated entity. This Agreement is entered into by the University through its Department of Intercollegiate Athletics.

1. Leased Premises. Landlord, in consideration of the rents and covenants contained in this Agreement, does lease to University, and University does rent from Landlord premises situated in the County of St Louis, and State of Minnesota, described as follows:

Central High School Track facility (the "Premises").

2. Use. University will use and occupy the Premises, just as they are, during the hours of 8 am to 8 pm on the following date(s): August 28, 2017 to September 30, 2018, for the following purpose(s):

Use of Central High School track facility, shot put, discus

3. Rent. University agrees to pay to the Landlord as gross rent for the Premises the sum of zero and no/100 dollars (\$0, reciprocal use in lieu of fee), to be paid within thirty (30) days of its receipt of a fully executed copy of this Agreement, unless other payment terms are specified in paragraph 14 this Agreement.

4. Quiet Possession. Landlord promises that upon paying rent and performing the promises contained herein, the University will peacefully and quietly have, hold, and enjoy the Premises for the entire term specified above.

5. Assignment or Sublease. University will not assign this Agreement or sublet the Premises without the consent of the Landlord.

6. Surrender of Premises. University will, at the expiration of this Agreement, remove all of its personal property and equipment from the Premises and will quietly yield and surrender the Premises to the Landlord in the same good condition that existed when it took them, normal wear and tear and damage from fire, casualty and the elements excepted.

7. Indemnification. University agrees to hold the Landlord harmless and indemnify it from liability for claims for bodily injury and property damage, including personal injury liability, occurring on the Premises, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of the Landlord, its agents, employees or representatives.

7.1 Landlord agrees to hold the University harmless and indemnify it from liability for claims for bodily injury or property damage, including personal injury liability, occurring on or about the Premises or building of which Premises is a part, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of the University, its agents, employees, representatives and/or volunteers who are under the direction and the control of the University.

8. **Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to the University: University of Minnesota
Attn.:
c/o Real Estate Office
424 Donhowe Building
319-15th Avenue SE
Minneapolis, MN 55455-0199
Facsimile No: (612) 624-6345
E-mail: reo@umn.edu

With a copy of
default notices to: University of Minnesota
Office of the General Counsel
Attn.: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: contracts@mail.ogc.umn.edu

If to the Landlord: ISD #709
Attn: Douglas A. Hasler
215 N 1st Ave E
Duluth, MN 55802
Facsimile No.: 218-336-8909
E-mail: douglas.hasler@isd709.org

9. **Amendments.** This Agreement shall be amended only in a writing duly executed by both parties. This Agreement (including all addenda, exhibits and schedules) is intended by the parties as the final and binding expression of their agreement and all prior negotiations and agreements related to the subject matter of this Agreement are superceded by this Agreement.

10. **Use of University Name or Logo.** Landlord agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University in any sales promotion work or advertising, or any form of publicity, without the written permission of the University in each instance.


11. **Non-Waiver.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

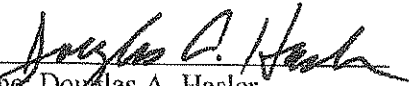
12. **Governing Law; Forum.** The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

13. **Special Conditions.** none

IN WITNESS WHEREOF, University and Landlord have executed this Agreement on the day and year first above written.

Regents of the University of Minnesota ISD 709

By: 
Name: Josh Beilo
Title: Athletic Director
Date: 8.21.17

By: 
Name: Douglas A. Hasler
Title: CFO
Date: 8/17/17

**AFFILIATION AGREEMENT FOR PLACEMENT
OF UNIVERSITY OF WISCONSIN STUDENTS**

This Agreement is between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Superior (hereinafter referred to as "University") and Duluth Public Schools (hereinafter referred to as "Facility").

In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below.

THE UNIVERSITY AGREES:

That each school or college of the University wishing to participate in a clinical education placement program with the Facility will annually provide the Facility with a Program Memorandum, detailing the academic content of the proposed program. Upon acceptance of this Program Memorandum as provided hereafter, it shall become a part of this agreement and shall be incorporated by reference. The Program Memorandum will include discussion of program concepts; the controls which the University and the Facility may exercise or are required to exercise; the rights of the Facility to review the University's program; the number of students to be assigned, the academic qualifications and the schedule of those students; and any other matters pertaining to the specific program content proposed by the department; and

To provide the Facility with a listing of students who will be participating in the program and to update that listing periodically.

- An appropriate background check for pre-service students requesting placement will be in place prior to their arrival for their experience. The background check will have been completed within a year of the desired start date of the placement experience. A pre-service student who is a Wisconsin resident will have completed a state (CCAP) or national background check. Pre-service students who are not residents of WI will have completed a national background check.
- Notice of completion of background checks will be communicated by UW-Superior directly to the Office of Academic Programs (OAP) via the school district's "Background Check Acknowledgement" form. Notification will occur no less than two-weeks prior to the beginning of the desired placement experience. Pre-service students will be unable to initiate their field experience until after (1) the OAP has received and reviewed the completed "Background Check Acknowledgement" form, and (2) notice to proceed with the placement has been thereafter communicated to the building principal and UW-Superior by the OAP. UW-Superior accepts responsibility to identify alternate placement for a pre-service candidate in the event the candidate's application is rejected by the Facility.

UW-Superior agrees to run the required CBC and to pay any fees associated with the CBC.

THE FACILITY AGREES:

To review any Program Memorandum concerning a clinical education program submitted by a

school or college of the University. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal; and

Not to accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of a particular University school or college.

THE UNIVERSITY AND THE FACILITY JOINTLY AGREE:

The parties shall not discriminate in their training or education of any person or in the conditions of training or education or in other actions taken as a result of this Agreement by reason of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities;

That during the term of this Agreement, the State will indemnify University employees, officers, and agents (students in required training, a credit program, or for graduation) against liability for damages arising out of their activities while acting within the scope of their respective employment or agency, pursuant to §895.46(1) and §893.82, Stats.;

That the Facility will indemnify its employees, officers and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency;

By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party; and

This agreement shall be construed and governed by the laws of the State of Wisconsin.

TERM OF AGREEMENT:

This agreement shall be for a term of 5 years, commencing August 1, 2017. It may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other as shown below.

FOR THE UNIVERSITY:

UW - Superior
Attn: Georgette Koenig
P.O. Box 2000
Superior, WI 54880

FOR THE FACILITY:

Attn: Doug Hasler
215 N. 1st Ave. E.
Duluth, MN 55802

Name of Department Requesting the Agreement:

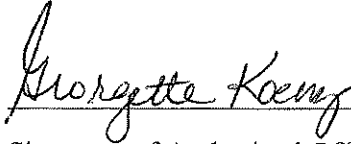
Department of Educational Leadership

Program Memoranda presented by the University and accepted by the Facility shall be for a term of no longer than one year. They may be renewed upon mutual agreement. Such Program Memoranda do not require the specific approval of either party provided they contain provisions relating solely to program arrangements and content.

Any fully executed Program Memoranda shall be incorporated by reference and become a part of this agreement if not inconsistent in any manner with this agreement.

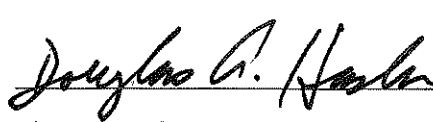
FOR THE UNIVERSITY:

FOR THE FACILITY:

 8/4/17

Signature of Authorized Official Date

Georgette Koenig, VC-Administration & Finance

 8/16/17

Signature of Authorized Official Date

Douglas A. Hasler, CFO

Printed Name and Position of Authorized Official

Region 7AA Facilities Use Agreement – 2017-2018

This Agreement is entered into on _____ (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, 2017 through July 31, 2018.

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 "____" 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, 2018.

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 Douglas A. Hahn
Title CFO
Date 8/16/17

MSHSL Region 7AA
Authorized Signer Name Douglas L. MacIver
Title Executive Secretary/Treasurer
Date 8/14/17

Region 7AA Facilities Use Agreement – 2017-2018

This Agreement is entered into on _____ (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, 2017 through July 31, 2018.

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 "_____"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, 2018.

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 Douglas A. Maclver
Title CFO
Date 8/16/17

MSHSL Region 7AA
Authorized Signer Name Douglas L. Maclver
Title Executive Secretary/Treasurer
Date 8/14/17



Memorandum of Understanding

I. PURPOSE AND SCOPE:

- A. Positive Energy Outdoors (PEO) of Duluth, Minnesota, and Lowell Elementary School of Duluth, Minnesota, enter into this Memorandum of Understanding (MOU) to establish the framework under which PEO programming will be provided.
- B. This MOU outlines the agreed upon arrangements for implementing Adventure Club programming between PEO and Lowell Elementary School for the 2017 - 2018 academic year.

II. PRIMARY POINT OF CONTACT (POC)

Positive Energy Outdoors
Stephanie Love
Director
4757 Datka Road
Duluth, MN 55803
steph@outdooredventures.org
218-391-0147

Adventure Club On-Site Contact
Megan Lidd
Adventure Club Coordinator
4757 Datka Road]
Duluth, MN 55803
megan@outdooredventures.org
218-461-7171 (answered 1:00-6:00 p.m. M-F)

School Contact
Jennifer Larva
Lowell Elementary School Principal
2000 Rice Lake Road
Duluth, MN 55811
jennifer.larva@isd709.org
218-336-8895 x 1007

III. PROGRAM OFFERINGS AND SCHEDULE

- A. PEO agrees to provide programming during the following timeframes:
 - i. Fall Semester: September 5, 2017 – December 21, 2017
 - ii. Spring Semester: January 3, 2018 – June 7, 2018
 - iii. Summer Program Option: June 18, 2018 – August 24, 2018
- B. Specific site schedule, including orientation week for staff/volunteers, start/end dates for participants, and any scheduled non-meeting days will be confirmed no later than 4-weeks prior to the start of each semester with the Lowell Elementary School Principal.

PEO programs will meet at the following times:

- i. Adventure Club Full Time Program: Monday-Friday, 2:15 p.m. - 5:30 p.m.
- ii. Adventure Club Part Time Program: M, W, F, 2:15 p.m. - 5:30 p.m.
- iii. Adventure Club Part Time Program: T, Th, 2:15 p.m. - 5:30 p.m.
- iv. Adventure Club Flexible Part Time Program: Combination of 1-4 days, M, T, W, Th, F, 2:15 p.m. - 5:30 p.m.

PEO program staff and volunteers require access to the site 1 hour and 15 minutes before and 30 minutes after above stated meeting times for planning, setup, debrief, and cleanup.

IV. FACILITY

- A. Lowell Elementary School agrees to provide an indoor meeting space (small gym) for severe weather options and access to outdoor classroom/nature playscape for program offerings listed in Section III.B of this MOU. Access to these spaces a minimum of 10 minutes before and after program time is required for setup and cleanup.
- B. PEO staff and volunteers will have access to outdoor classroom spaces/nature playscape, teacher lounge, support services classroom, school lobby or similarly sized/configured space 1 hour and 15 minutes before and 30 minutes after clubs for the purpose of pre-meeting and post-debrief with staff and volunteers.
- C. Lowell Elementary School will provide storage in the support services classroom (1) locked storage container (size TBD) for the storage of materials and supplies to be used during the Adventure Club program. Space shall be secured by the same means Lowell Elementary School secures its own property from loss, theft, or damage.

V. MATERIALS

- A. PEO will be responsible for procuring all required programming materials.
- B. PEO will arrange for providing program participants with snack prior to club meetings.
- C. PEO will be responsible for making sure participants are dressed appropriately for outdoor play in a variety of year round weather conditions

VI. PARTICIPANTS

PEO Adventure Club programming is offered on a sliding fee scale for participants, and targeted to children whose families need full or part time after school care, and/or have an interest in nature play, social-emotional learning and outdoor skill development for their children. Consistent attendance by participants (minimum of 70%, per individual) is expected.

- A. PEO Adventure Club programming is open to all children in grades K-5, as designated in section III.B of this MOU.
- B. All interested participants must pre-register through PEO's online application process.
- C. PEO will be responsible for the recruitment, placement, and program release of all children for PEO Adventure Club programming, and will provide Lowell Elementary School with the following participant information:
 - i. At the time of signing MOU:
 - 1. Copy of PEO Statement of Non-Affiliation (one per family), which clearly states that Adventure Club is an independent program of Positive Energy Outdoors and there is no affiliation with ISD 709 or Lowell Elementary School.
 - 2. Copy of PEO Assumption of Risk Form (parent permission form), which clearly states that permission has been given for participants to participate in Adventure Club, and includes an image/media release.
 - 3. Copy of PEO Behavior Policy.
 - ii. No later than 1-week prior to start of clubs:
 - 1. Complete daily roster of children attending Adventure Club.
 - 2. List of individual participants who do not have signed image releases.
 - iii. Information for new children joining the program will be provided to the PEO POC weekly.

Space permitting, new participants are allowed to join Adventure Club at any time during the school year.

iv. At the end of daily program sessions, PEO participants will be released back to the care of their parent/guardian for dismissal. PEO program staff will follow PEO sign out procedures, including checking IDs, and signing out (day and time) each child. Copies of participant sign in/sign out rosters will be kept on file by PEO for six (6) years as required by the St. Louis County Child Care Assistance Program (CCAP).

D. If the number of participants is fewer than 20 (full and part time), PEO reserves the right to cancel Adventure Club

VII. PROGRAM STAFF AND VOLUNTEERS

A. All PEO programming will be managed, on-site, by PEO professional staff members.

B. A PEO Director will remotely manage PEO programming, and perform a minimum of 2 on-site program quality assessment visits per year as well as provide weekly on-sight oversight for the programming.

C. PEO Adventure Club is run by professional PEO staff, with a minimum staff to student ratio of 1:10. All PEO professional staff are over the age of 18. Volunteers and interns may also be recruited by PEO.

D. PEO is responsible for the recruitment, placement, and supervision of all adult volunteers and interns. PEO will share its volunteer and intern recruitment materials with Lowell School to help to identify potential volunteers.

E. PEO is responsible for training all staff, volunteers and interns.

F. PEO is responsible for completing background checks for all adult professional staff, volunteers and interns.

VIII. COSTS

PEO programming is provided on a sliding scale for all participants. To help ensure that our programs remain affordable for low-moderate income families, Lowell Elementary School agrees to provide the following in-kind support.

A. In-kind support:

i. Use of program facility as outlined in this MOU.

IX. MISCELLANEOUS

A. PROTECTION OF REPUTATION

Through the execution of this MOU, both organizations acknowledge the other's community reputation for high-quality education and program offerings. Both parties agree to uphold these standards and do nothing that will compromise the other's reputation and community standing with their staff, constituents, and stakeholders.

B. COMPLEMENTARY PROGRAMMING

Adventure Club was created to fill a gap in outdoor education/nature play programming available after school for students and families at their request. Both parties agree that future program development or expansion of PEO Adventure Club programming will further enhance opportunities for students and families, while avoiding competition with or duplication of services already provided by either party.

C. INSURANCE

Positive Energy Outdoors will maintain a Commercial General Liability coverage limit of \$1,000,000 per occurrence, and a \$1,000,000 umbrella coverage policy to indemnify the school district and hold it harmless from any liability arising from PEO's use of school district property. ISD #709, 215 North 1st Avenue East, Duluth, MN 55802, is listed as the Certificate Holder and as an Additional Insured on the policy.

D. LOGOS

Use of any organizational logos may be done so only with written permission and approval from the appropriate POC. All organizational logos are to be used in accordance with each organization's graphic guidelines.

E. USE OF IMAGES

Contingent on individual participant releases, organizations grant the other usage of any images and/or voice of participants in this program on websites, social media, promotional and program materials, in perpetuity, as it relates to promoting Adventure Club and PEO programming.

F. MEDIA

Organizations agree to mutually support each other's media activities and share copies of any articles, stories or other coverage related to Adventure Club. Organizations involved in this MOU must approve all media releases and opportunities related to Adventure Club.

G. FUNDING

Organizations may jointly or independently pursue funding to support and enhance Adventure Club, provided both organizations are informed prior to submittal of applications or requests.

H. SETTLEMENT OF DISAGREEMENTS

Organizations will endeavor to resolve any issues that arise in the management and quality of PEO programming. If a dispute arises out of or relates to this contract, and if the dispute cannot be settled through negotiation, either party may choose to terminate this contract after making a good faith effort to resolve the matter. At that time, neither party shall use the name of the other in grant applications or publicity materials not already produced/submitted.

X. TERM AND EXECUTION OF MOU

- A. This MOU shall be effective from August 28, 2017 through June 24 2018. The terms of the agreement may be amended by mutual written agreement of both parties, and may be terminated by either party with 60 days written notice.
- B. Signing this document acknowledges each party's understanding of, and agreement with, the terms outlined herein.

THE REST OF THIS PAGE WAS LEFT INTENTIONALLY BLANK

Please return a signed copy of this MOU to the listed PEO POC for our records.

Signature: _____ Date: _____

Lowell Elementary School
By: Jennifer Larva, Principal
Jennifer.larva@isd709.org
218-336-8895 x 1007

Signature: _____ Date: _____

Duluth Public Schools
By: Douglas A. Hasler, CFO
Douglas.hasler@isd709.org
218-336-8704

Signature: _____ Date: _____

Positive Energy Outdoors (PEO)
By: Stephanie Love, Director
Steph@outdooredventures.org
218-391-0147

REVIEW AND CONTINUATION OF THE
CLINICAL LEARNING EXPERIENCE AGREEMENT
BETWEEN

The College of St. Scholastica
School of Nursing
1200 Kenwood Avenue
Duluth, Minnesota 55811-4199
(Hereinafter referred to as the **COLLEGE**)

ORIG

AND

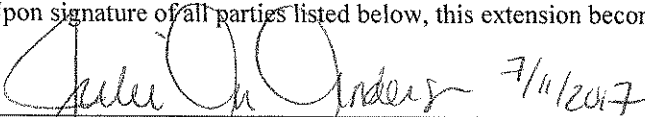
Duluth Public School System - ISD #709
215 N 1st Ave E
Duluth, MN 55802
(Hereinafter referred to as the **FACILITY**)

We have reviewed the Clinical Learning Experience Agreement between the **COLLEGE** and the **FACILITY**. The **COLLEGE** and the **FACILITY** agree to continue all terms and conditions previously agreed upon in the Clinical Learning Experience Agreement entered into on 7/30/2013.

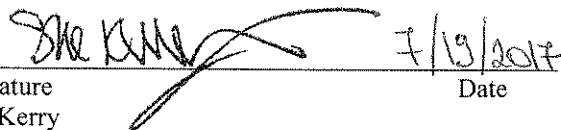
This Agreement will be reviewed and evaluated at the close of each academic year by both parties and revisions or alterations made as are deemed advisable. Agreed upon revisions and alterations must be made in writing approved with signatures of those positions required on the primary Agreement.

This Agreement shall continue in effect unless written notice of desire to change or terminate the Agreement is given by either party to the other by June 1 of the year preceding the one in which termination is to become effective with provisions for safeguarding the program of students currently enrolled in the nursing program.

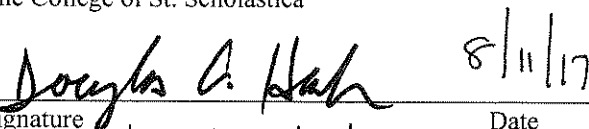
Upon signature of all parties listed below, this extension becomes effective.



Signature Date
Julie Anderson, PhD, RN
Dean and Professor, School of Nursing
The College of St. Scholastica



Signature Date
Sue Kerry
Vice President, Finance
Chief Financial Officer
The College of St. Scholastica



Signature Date
Douglas A. Hasler

Printed Name
CFO

Title
Duluth Public School System - ISD #709