**Duluth Equestrian Club** 

Advisor/Coach: Michael Zeman

(218) 626-1744

michael.zeman@isd709.org or mzeman54@yahoo.com.ph

The Equestrian Club will give students an opportunity to participate in a sport they love in a High School environment. The club will help students build positive character, raise self-confidence, and improve self-discipline while pursing excellence in school and at their riding facility. The club members will address the athletic skills needed in the areas of Western and English. These skills will be acquired through one-on-one and group lessons, clinics, and attendance and participation schooling and rated shows. Other learning opportunities will be included as they become available. The Equestrian Club is opened to all East and Denfeld students who want to advance their connection between themselves and their horse.



# INDEPENDENT PROVIDER CHECKLIST (For Use by Student Activities Director's Office Only)



0	The proposed offering is consistent with the district's mission and with the community's values and standards							
0	The Independent Provider has provided programming documentation to show that the criteria of content will have been met by the end of the season (completed criteria of content form).							
0	The Independent Provider has provided written authorization for criminal background checks and \$20 for all employees working with students.							
o	The Independent Provider has provided proof of insurance.							
o	The Independent Provider has provided proof of adequate worker's compensation coverage.							
o	The Independent Provider has provided a complete schedule of activities for the program.							
0	The Independent Provider has distributed copies of Duluth Public Schools Policy 4015 - Prohibiting Harassment and Violence to its employees.							
This ap	oplication is:							
o	Recommended for School Board Approval (All criteria have been met.)							
o	Not Recommended for School Board Approval							
School	Board Action:							
Date: _	O Approved O Denied							
Additio	onal Comments:							



## INDEPENDENT PROVIDER APPLICATION AND APPROVAL FORM FOR A CO-CURRICULAR PROGRAM

- 1. The Independent Provider activity program may not duplicate an existing high school activities program and may not discriminate student membership based on sexual, racial, or religious background.
- All resident students participating in this activity program must be currently and fully enrolled students in the Duluth Public Schools. Students enrolled in grades below grade nine are not eligible for this program. A student from another school district may only participate if the activity is not offered in their resident district.
- All students will be responsible for complying with all School District rules and policies concerning student
  activities, including, but not limited to: attendance, conduct scholastic standing, and other eligibility
  requirements.
- 4. Each student will register with the Office of Student Activities Director and pay a \$20 registration/awards fee.
- 5. All School District costs associated with the activity program will be borne by the Independent Provider or by the participants on a fee basis.
- 6. The Independent Provider will provide to the School District proof of adequate liability insurance to provide for the safety of the student participants naming Duluth Public Schools as an additional insured party.
- 7. As necessary, the Independent Provider will provide the School District proof of adequate worker's compensation coverage.
- 8. The School District will provide copies of Policy 4025 Standards of Conduct of Personnel, 4015 Prohibiting Harassment and Violence, and Policy, 5060 Collection, Maintenance, and Dissemination of Student Records and Information.
- The Independent Provider will provide to the School District written authorization for criminal background checks and a \$20 background check fee for all employees who will be working with the students.
- 10. In general the activities of the program will be conducted as the site of the Independent Provider, but the Duluth Public Schools facilities may be used on an availability basis and at the applicable rental rate as requested.
- 11. If a team competition is involved, all of the student participants must be fully enrolled Duluth Public Schools students. Such a team will be allowed to use the Duluth Public Schools name, nickname, and school colors in their competition. Students from other school districts may participate in a team activity if their resident School District does not have the activity and a cooperative arrangement can be completed between their resident district and the Independent Provider.
- 12. If students compete only on an individual basis, students from other school districts may participate in the activity program, but only Duluth Public Schools students will be eligible for Duluth Public School awards.
- 13. Student participants will be eligible to receive school awards. To be eligible to receive an activity letter the participant must meet the following criteria:
  - There must be a time commitment roughly equivalent to other Duluth Public Schools activities of at least 150 hours during the "season" of participation.
  - There must be a "publicness" to the activity in the form of contents, performances, etc.
  - The participation must be at an "advanced" as opposed to an "entry" level.
- 14. The Independent Provider (and its employees) are not employees of the Duluth Public Schools.

## Agreement for the Provision of Services to Independent School District 709 Duluth Public Schools



THIS AGREEMENT, is made and entered into by and between Independent School District 709 Duluth Public Schools (hereinafter referred to as the "School District") and Duluth Equestrian Club (hereinafter referred to as the "Provider/Contractor").

### **RECITALS**

WHEREAS, the School District desires to enter into an agreement with a qualified party to provide certain cocurricular services; and

WHEREAS, the Provider/Contractor is duly qualified and willing to provide said co-curricular services; and

WHEREAS, the School District is willing to enter into an agreement with the Provider/Contractor to provide said services on the terms, covenants, and conditions hereinafter set forth; and

WHEREAS, the School District is authorized and empowered to secure from time-to-time certain services through contracts with qualified individuals, and

WHEREAS, the Provider/Contractor understands and agrees that:

- 1. The Provider/Contractor will act as an independent contractor in the performance of all duties under this agreement.
- 2. The Provider/Contractor is not an agent, servant, or employee of the School District and shall not make any such representations nor hold himself/herself out as such.
- 3. The Provider/Contractor shall have no authority to bind the School District for the performance of any services or to otherwise obligate the School District, the Provider/Contractor's authority being specifically limited to the duties assigned to the Provider/Contractor under this Agreement.
- 4. The Provider/Contractor shall not be considered, under the provisions of this Agreement or otherwise, as having employee status, and accordingly, the Provider/Contractor shall be responsible for payment of all taxes, including federal, state, and local taxes arising out of the Provider/Contractor's activities under this Agreement, including, but not limited to, federal and state income tax, FICA, unemployment insurance taxes, and any other taxes or business license fees as required.
- 5. The Provider/Contractor shall not accrue any continuing contract rights for the services performed pursuant to this agreement.
- 6. The Provider/Contractor shall provide the School District with proof of general liability insurance and name the School District as an additional insured party.
- 7. The Provider/Contractor shall comply with all School Board policies, procedures, rules and regulations as outlined in the information packet provided.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable considerations, it is agreed as follows:

### ARTICLE I SERVICES TO BE PROVIDED

<u>Section 1 - Provision of Services</u>: The Provider/Contractor agrees to provide to the School District services relating to . The Provider/Contractor agrees to perform and complete the objectives described in the Independent Provider Application and Approval Form, attached hereto as Exhibit A and incorporated herein by reference.

### ARTICLE II COMPENSATION

<u>Section 1 - Compensation/Fees</u>: The Provider/Contractor shall set fees for its program and is responsible for collecting fees from student participants. The School District is not responsible for any unpaid fees.

### ARTICLE III TIME DEVOTED BY THE PROVIDER/CONTRACTOR

<u>Section 1 - Hours</u>: It is anticipated that the Provider/Contractor will spend approximately (10) hours per week in fulfilling the Provider/Contractor's obligations under this Agreement. The particular hours may vary from day to day or week to week. However, the Provider/Contractor shall devote approximately one hundred fifty (150) hours per "season" to the Provider/Contractor's duties in accordance with this Agreement.

## ARTICLE IV EXPENSES

<u>Section 1 - Expenses</u>: The Provider/Contractor shall be responsible for all costs and expenses incident to performing the services required under this Agreement.

## ARTICLE V DURATION OF THE AGREEMENT

<u>Section 1 - Duration</u>: This Agreement shall commence upon the date of execution by all parties and will terminate upon a negotiated agreement date. This Agreement will remain in full force and effect, but may be terminated by either party upon written notice to the other; provided, however, any termination shall not be effective less than thirty (30) days following said notice.

### ARTICLE VI INSURANCE AND OTHER BENEFITS

- <u>Section 1 Insurance</u>: During the term of this Agreement, it is specifically agreed and understood that the Provider/Contractor shall not be eligible for nor provided insurance coverage of any kind, including, but not limited to, health, medical, dental, life, and long-term disability.
- <u>Section 2 Other Benefits</u>: It is specifically agreed and understood that the Provider/Contractor shall not be eligible for nor provided any other benefits including, but not limited to, worker's compensation and unemployment benefits.

## ARTICLE VII INDEMNIFICATION

<u>Section 1 – Release and Indemnity</u>: The Provider/Contractor agrees to hold harmless the School District and its board members, its administrators, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the Provider/Contractor, or the Provider/Contractor's employees or agents, in regard to the Provider/Contractor's performance under this Agreement, and for any action commenced against the School District or any of its board members, its administrators, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives, the Provider/Contractor shall assume full responsibility and shall indemnify the School District and its board members, its administrators, its employees, its officers, its attorneys, insurers, agents, consultants, and representatives from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney's and witness fees, and expenses incident thereto.

### ARTICLE VIII GENERAL

<u>Section 1 - Notices</u>: All notices or other communications shall be adequately served and shall be deemed served when mailed by certified or registered mail, postage prepaid, with proper address as indicated below. The School District or the Provider/Contractor may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective parties, all notices or other communications to each of them shall be addressed as follows:

To the School District:

Independent School District 709

High School

Office of Student Activities

Duluth, Minnesota

Attn:

To the Provider/Contractor:

Duluth Equestrian Club 1421 104<sup>th</sup> Ave. West Duluth, MN 55808

Attn: Michael Zeman

<u>Section 2 - Authorized Agent of the School District</u>: The School District's authorized agent for the purpose of administration of the Agreement is . Said agent shall have final authority for approval and acceptance of the Provider/Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement.

<u>Section 3 - Amendments</u>: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

<u>Section 4 - Severability</u>: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

<u>Section 5 - Assignability</u>: The Provider/Contractor's rights and obligations under this Agreement are personal and not assignable or transferable.

<u>Section 6 - Choice of Law</u>: The laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

Section 7 - Data: The Provider/Contractor agrees that any information and data received by the Provider/Contractor during the term of this Agreement shall be treated and maintained by the Provider/Contractor in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including, but not limited to, the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Provider/Contractor in the performance of the Provider/Contractor's obligations under this Agreement shall be the exclusive property of the School District, and any such data and materials shall be remitted to the School District by the Provider/Contractor upon completion or termination of this Agreement.

<u>Section 8 - Entire Agreement</u>: This Agreement is the entire agreement between the School District and the Provider/Contractor and it supersedes all prior written or oral agreements. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby acknowledge receipt of a copy hereof.

Dated:	INDEPENDENT SCHOOL DISTRICT 709
	By:
	Position/Title:
	PROVIDER/CONTRACTOR By:
	Position/Title:

### Addendum:

1. If a team competition/activity is involved, all of the participants must be fully enrolled at Independent School District 709. Students from other School districts may participate in a team competition/activity if their resident school district does not have the activity and a cooperative arrangement can be competed between their resident district and the Independent Provider.



### CRITERIA OF CONTENT FORM

DRAFT (10/4/07)

1. Attach documentation that demonstrates how the time requirement (at least 150 hours) will be met.

### **High School Equestrian Club Requirements:**

- Compliance with school and/or district student eligibility requirements.
- Provide current proof of enrollment in high school.
  - o Current report card, transcript, mid-term report card, or certification of enrollment.
- The Equestrian program year runs from May 1<sup>st</sup> through April 30<sup>th</sup>.
- Attendance at monthly club meetings and other club functions.
- Minimum of bi-weekly (once every two weeks) training, by a professional during club year
- Log at least 150 hours of equestrian activity
  - Include riding, lessons, lunging, driving, vaulting, hacking, trail riding, ground training, time riding at competitions, (grooming, tacking up) Turn in your log the first of the month signed by the barn facility manger/trainer. (or adult)
  - O Do not include barn chores, (grooming, tacking up), stall cleaning, tack cleaning, driving to competitions, time spent at competitions when you are not riding.
  - 2. Demonstrate how the requirement for public contests, performances, and/or competitions will be met.
- Competition Must compete in a minimum at least two shows or clinics during club year.
  - Includes USEF, AQHA, USEA, USDF, IEA, 4-H, FFA, NWDA, Schooling Shows, Pony Clubs, competitions held by local clubs or associations.
  - Verification includes student's name, competition's name and date.
- Volunteering A minimum of ten horse related volunteer hours.
  - 3. Demonstrate how the criteria for level of performance will be met.

### Meeting:

- Club members will be required to attend 75% of club meetings.
- Members are to let the president know if they are not going to be at a meeting so that the minutes can be forward to them.
- The club will meet monthly throughout the year.

#### **Club Organization:**

The following club positions will help ensure the success of the high school club and provide leadership opportunities for its members. The club advisor will appoint positions.

 President - The president must be willing to work closely with the Club Advisor and all club members. He/she will help plan, organize, and run club meetings. He/she will ensure all club guidelines are being followed.

- Team Captain Whenever feasible, club advisor will choose a varsity rider as a team captain. As a varsity rider, team captain will be able to share their knowledge and provide guidance to less experienced riders. He/she will help the president organize and run monthly meetings.
- Secretary The secretary will take notes at club meeting, keep track of attendance.

		Freedom or recognition of efficiently, and complete, the later weeks of	Collection and the first the government of the collection of the c	rentrationalism (time to the second like the contract of the second second second second second second second	Click	age to enable des	ktop potifications
	Mail	South and a supplementary of the supplementary of t	Solution and defining the second seco		GICK!	<u>tere to enable</u> des	sktop notifications
	COMPOSE	Volu	nteer Back	kground	Checks	Inbox x	and talkahada ang man nyang asawan hadan kang ang mat mananan ang mananan ang mananan ang mananan na mbanan ma
	Inbox	Spanish and the first of the fi	Robbin Tuc	ominen <ro< td=""><td>bbin.tuominen</td><td>@isd709.org&gt;</td><td></td></ro<>	bbin.tuominen	@isd709.org>	
•	Starred	and a distribution of statement and	to me				
	Important		Section Colored State				
	Sent Mail		The followin				
	Drafts (15)		came back v	with no reco	rds:		
	Follow up		DEBBIE LA	FLEUR			
	Inbox/Bart		JENNIFER!	HOVDE			
	Inbox/colin		CARACTE AND TOP OF				
	Inbox/extra						
	Inhay/baraa	Spring designating, and spring and an artist of the spring					
	, You - Table (1974)	Agranda Maria	Click here	to <u>Reply</u> or	Forward		
	Search people			ET MANAGEMENT STEEL OF THE PROPERTY OF THE PRO		navadin-valddin aan aan aan aan aan aan aa ah aa	ORIGINATION AND A TO A LIFE OF A TO
	Bart Smith	Using 0.0	06 GB				Program Po
	Catherine Oreilly						Powered by
	Colleen coffey-sc						
	James Rawlyk						
	Kevin Mattson						
	Matt Mathias						
	Shawn Thompson						
	shelly wick-zeman						
	shilo.morlang						
	William Zwak						



### CERTIFICATE OF LIABILITY INSURANCE

DULU-23

DATE (MM/DD/YYYY) 04/28/2015

OP ID: JD

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

PROI	ertificate holder in lieu of such endorse DUCER			CONTACT NAME:	Judy Dav	/ern			
Otis-Magie Insurance Agency					Ext): 218-62		FAX (A/C, No):	218-7	722-7756
	W Superior St STE 700 Box 137			E-MAIL	idavern6	otismagie			
Dul	ith, MN 55801-0137			ADDRESS					NAIS #
Mat	Mathias			INSURER(S) AFFORDING COVERAGE				NAIC#	
			INSURER A: Great American Insurance Co				-		
INSU	RED Duluth Equestrian Club Michael Zeman			INSURER B:				- '	
	1421 104th Ave W			INSURER C:					
	Duluth, MN 55808			INSURER D:				ļ	
				INSURER E :					
				INSURER F:					
			TE NUMBER:				REVISION NUMBER:		
IN C E	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY REPERTIFICATE MAY BE ISSUED OR MAY PAYCLUSIONS AND CONDITIONS OF SUCH PROPERTY.	QUIREM PERTAIN	MENT, TERM OR CONDITION N, THE INSURANCE AFFORD S. LIMITS SHOWN MAY HAVE	OF ANY ED BY T BEEN RE	CONTRACT HE POLICIES EDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	O ALL	WHICH THIS
NSR LTR	TYPE OF INSURANCE	INSD W			POLICY EFF MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT		4 000 000
Α	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
	CLAIMS-MADE X OCCUR		GLP425994300		04/01/2015	04/01/2016	PREMISES (Ea occurrence)	\$	100,000
				1			MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED				,		BODILY INJURY (Per accident)	\$	
	AUTOS AUTOS NON-OWNED						PROPERTY DAMAGE	\$	
	HIRED AUTOS AUTOS						(Per accident)	\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION\$						NOONEONIE	\$	
	WORKERS COMPENSATION						PER OTH- STATUTE ER	<u> </u>	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	<del>                                     </del>	
	(Mandatory in NH) If yes, describe under								
	DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	<b> </b> \$	
						<u> </u>			
	SCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	LES (ACC	ORD 101, Additional Remarks Schedu	ule, may be	attached if mor	e space is requi	rea)		
Pro	oof of liability coverage								
	•								
CE	RTIFICATE HOLDER			CANC	ELLATION				
Duluth School Board 215 N 1st Ave East Duluth, MN 55802				THE	<b>EXPIRATIO</b>	N DATE TH	DESCRIBED POLICIES BE OF EREOF, NOTICE WILL CY PROVISIONS.		
				AUTHOR	RIZED REPRESE	NTATIVE			

Hatts Hatrice



### INDEPENDENT SCHOOL DISTRICT 709 HARASSMENT COMPLAINT FORM

Name of Person Filing Complaint (Complainant):	
Address:	· · · · · · · · · · · · · · · · · · ·
Telephone:(Home)	(SchoolWork Location)
Status of Person Filing the Complaint: ☐ Student	□ Employee □ Parent □ Other
The state of the s	☐ Sexual ☐ Sexual Orientation (Specify)
Has there been Violence? ☐ Yes ☐ No	
Name of Person You Are Reporting (Respondent): _	
Status of Person You Are Reporting: ☐ Student	□ Employee □ Parent □ Other(Specify)
Statement of Complaint (Include type of harassment/vinames of witnesses, etc.):	olence, who was involved in the specific incidents in which it occurred,
<u> </u>	
And the state of t	t territoria. The state of the
(Continue on reverse side or attach pages as needed)	
I UNDERSTAND THAT IN ACCORDANCE WIT DISTRICT 709 WILL ADDRESS THIS COMPLAIN	TH DISTRICT POLICY #4015, INDEPENDENT SCHOOL
Signature of Complainant:	Date:
Signature of Person Receiving The Complaint:	Date Received:
Printed Name of Person Receiving The Complaint	
Name of Building Administrator (if different from person	n receiving initial complaint):
☐ Original to Human Resources (Human Resources will distribute a copy to the District's Harasam	Date Distributed:
Copies Distributed To:   Building Administrator	Date Distributed:
(To be completed by Human Resources)	New York
REPORT NUMBER: Year: Building Code:	Number In Sequence By Year:

### 4025 - Standards of Conduct for Personnel

Public confidence in the integrity and objectivity of all employees is an essential ingredient for the effective operation of the School District. Employees of the School District are entrusted with the welfare, property, security, and safety of the citizens they serve. Therefore, a need exists for standards of conduct applicable to all employees of the School District to ensure that the integrity of the School District is preserved.

Employees should pursue a course of conduct that does not violate public trust. Each employee should be aware that adherence to high ethical standards is vital to the successful performance of the individual's specific job in the school district. The public must be assured that no conflict exists between private interests and the official duties of employees of the School District.

The following standards shall apply to all employees of the School District:

- 1. Employees of the School District shall not accept other employment, temporary/part-time, or engage in private enterprises which will impair their independence of judgment in the exercise of School District duties. In evaluating the appropriateness of accepting other employment or operating a business, the employee shall consider the implied as well as a real conflict of interest. If an employee questions the propriety of other employment, he or she should consult his/her superiors for advice.
- 2. Employees shall not advertise, promote, or attempt to sell any article, investment, insurance, or other financial proposition to any person or business he/she supervises or inspects in the normal course of employment with the School District.
- 3. Employees shall not accept or agree to accept any compensation, reward, or gift for any service, advice, or assistance on matters related to School District employment with the following exceptions:
  - employees who accept student teacher placements from teacher preparation institutions may accept an honorarium or stipend from that respective institution and
  - in the event that a co-curricular or extra-curricular activity cannot take place due to a lack of officials or judges, a coach or advisor of a participating Duluth School District team or group may officiate or judge and be compensated for that service.
- 4. Employees should endeavor to pursue a course of conduct which will not raise suspicions among the public that they are likely to be engaged in acts that are in violation of the public trust. Each employee should remain conscious that the appearance as well as the reality of high ethical standards is vital.
- 5. Employees should not involve themselves in substantial outside employment beyond their normal work day during periods of time when they are not on vacation or leave of absence which would impair their ability to satisfactorily carry out their job-related responsibilities to the School District, impair their ability to provide for the safety of children to which they are in charge, or adversely affect the safety of co-employees.

Adopted: 06-09-1970 ISD 709

Revised: 05-10-1977

12-11-1979 08-09-1983 07-19-1994 06-20-1995 03-16-1999 ISD 709

## 5060 - Collection, Maintenance, Dissemination, and Retention of Student Records and Information

Schools maintain extensive and intimate information about students and their families for legitimate educational purposes, including instructional, guidance, evaluation, and research. The collection and maintenance of information about students or their families constitutes an intrusion into their privacy. Therefore, efficient administration of student records is a fundamental responsibility of the School District.

The internet and secure web access have altered the ways that confidential information may be accessed, communicated, and transferred by members of society. Those changes are influencing instruction and student learning. The School Board supports access by students, parents/guardians, teachers, and administrators to informational resources that will improve participation in a child's education and improve communication between students, parents/ guardians, and the students' teachers.

The Duluth Public Schools manages student information electronically and will make the education records available for viewing only to authorized parents/guardians and students with a secure connection over the internet. All parents/guardians and students will comply with the internet use regulations and all technology regulations/procedures, as well as all other District policies that may apply.

The purpose of a Records Retention policy is to provide a plan for managing student records by giving continuing authority to dispose of records under Minn. Statute 138.17. The responsible authority for the maintenance and security of student records shall be the Superintendent of Schools.

Previously, the School District adopted the Student Records section of the School District General Records Retention Schedule as developed and published by the Minnesota Department of Administration (School Board Resolution B-7-99-1913 dated July 20, 1999). The District will comply with all of the minimum standards set out in the Retention Schedule. Although the District reserves the right to retain certain records for a period longer than the State proposes, it will not shorten any retention period to less than what is recommended by the Department of Administration.

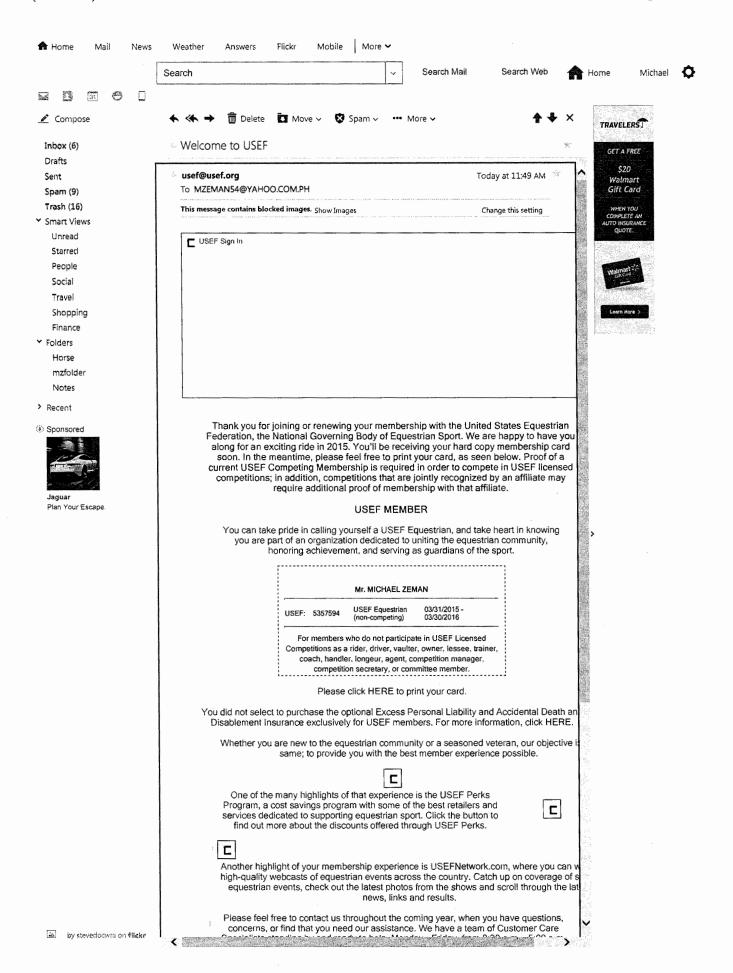
#### **Special Education Records**

All records of students receiving special education services will be retained for at least seven years following the last date of eligibility for services to the student. The "last date of eligibility for services" means either the student's graduation or the last day on which the student was eligible for services from the District, whichever is later.

Reference: MN Data Practices Act, Chap 13

Adopted: 06-09-1970 ISD 709 Revised: 05-20-2014 ISD 709

> 09-21-2010 05-17-2005 06-20-1995 05-09-1989 06-10-1986 05-11-1976





## 2015 USEF MEMBERSHIP APPLICATION UNITED STATES EQUESTRIAN FEDERATION

The effective date of membership is the date on which the application and correct dues are received by the USEF office (exceptions see USEF Rule Book). To be eligible for USEF Awards including the USEF Horse of the Year Program, you must be a Senior, Junior, Life Member and USHJA Active Member (if applicable). By submitting this application, you agree all information is correct and

you agree to abide by all USEF rules and the policies contained in the Safe Sport Handbook,					
1. USEF COMPETING MEMBERSHIP	7. PERSONAL INFORMATION				
Competing members are those individuals who are eligible to participate in USEF Licensed Competitions as a rider, driver, handler, vaulter, longeur, owner, lessee, agent, coach, trainer, competition manager, or competition secretary or serving as a USEF committee member for members	TITLE:         □ Mr.         □ Mrs.         □ Miss         □ Other				
who do not participate in USEF Licensed Competitions (Exceptions found in USEF Rule Book).  □ 1-Year Junior (expires 11/30/2015). \$55	ADDRESS:				
(Individuals who have not yet reached their 18th birthday on 12/1/2014) (includes USEF Perks)	CITY, STATE, ZIP:				
☐ 1-Year Senior (expires 11/30/2015). \$55	PHONE:				
(includes USEF Perks)  3-Year Junior or Senior (expires 11/30/2017) \$165	MOBILE:				
(includes USEF Perks)	FAX:				
□ Life Member	E-MAIL:				
2. USEF EQUESTRIAN	U.S. CITIZEN:   YES   NO   IF NO, WHAT COUNTRY?				
For members who do not participate in USEF Licensed Competitions.					
(Owners of a horse(s) competing at USEF Licensed Competitions need to have a Competing Membership, Section 1 above).	USEF MEMBER #:				
□ 1-Year USEF Equestrian (includes USEF Perks). \$25 USEF Equestrian Membership is effective from the date upon which you hold a valid	CHECK HERE IF THIS IS A NEW ADDRESS				
USEF Equestrian membership for ONE CALENDAR YEAR.	8. BREED/DISCIPLINE AFFILIATION REQUIRED  Please designate a primary breed/discipline affiliation. Please designate the primary breed/				
3. OPTIONAL USEF MEMBER INSURANCE	discipline affiliation as (1). You may also select a secondary choice as (2).				
Members in Section 1 or 2 are eligible to purchase this coverage	EXAMPLE: Hackney 1 Welsh 2				
☐ Excess Personal Liability/AD&D Insurance for Juniors*	Andalusian/Lusitano Arabian/Half-Arabian/Anglo-Arabian Connemara				
The coverage benefits for USEF Junior and Senior Competing Members in good standing who opt for the	Dressage Driving Endurance English Pleasure Eventing				
coverage start when your membership is approved and your dues and fees are paid in full. Coverage ends at 12:01 a.m. ET on December 1st of the respective calendar year.	Friesian Hackney Hunter Jumper Morgan				
The coverage benefits for USEF Equestrian Members in good standing who opt for insurance coverage begin when your membership is approved and your dues and fees are paid in full. The coverage ends at	National Show Horse Para-Equestrian Parade Paso Fino				
the 12 months term of the membership. *see USEF General Information on reverse side.	Reining Roadster Saddlebred Saddle Seat Shetland				
4. REQUIRED SIGNATURE REQUIRED	Vaulting Welsh Western Western Dressage				
Every member is required to check the appropriate box denoting their status in the sport:	9. UNITED STATES HUNTER JUMPER ASSOCIATION MEMBERSHIP				
☐ AMATEUR ☐ PROFESSIONAL ☐ JUNIOR  By signing below, I (or my guardian if under 18 years of age) have read and agree to the Federation	In order to compete as a rider, trainer, owner, or his/her agent(s) at non-breed restricted				
Release, Assumption of Risk, Waiver and Indemnification (on the reverse side of this form). Further, I understand that to compete in amateur classes or divisions at USEF Licensed Competitions I am	USEF-licensed competitions in any Hunter, Hunter Breeding, Jumper or Hunter Seat Equitation classes, a person must be an active member of the United States Hunter Jumper Association,				
required to check the Amateur box above and confirm that I have not engaged in any activities described in GR1306.4 (Amateur Rule) of the USEF Rule Book Please Note: Any individual who has	Inc. (Exceptions found in USEF Rule Book),				
signed as a Professional with the USEF is required to complete the amateur reinstatement process in the USEF Rules prior to competing in any amateur classes or divisions.	USHJA 3-YEAR ACTIVE (competing membership) expires 11/30/2017 \$195				
(Sign in ink)	USHJA ACTIVE MEMBER (competing membership) expires 11/30/2015\$70				
5. DATE OF BIRTH REQUIRED FOR AMATEURS AND JUNIORS	□ USHJA LIFE MEMBER (competing membership)				
(MM/DD/YY): / /	10. RENEWAL				
6. SUPPORT INTERNATIONAL TEAMS  Now you can designate your contribution to go to your favorite U.S. team	□ No, I do not wish to receive a paper renewal form in 2016. I will renew online.				
Now you can designate your contribution to go to your layorne o.s. team	Incomplete applications cannot be processed until all REQUIRED information is received.				
\$25\$50\$75\$100Other	MEMBERSHIPS ARE NON-REFUNDABLE.				
Dressage Driving Endurance Eventing Jumping					
Para-Equestrian Reining Vaulting All Teams					
PAYMENT (Total of 1 or 2,3,6 and 9) Do not send cash. \$	Exp. Date: / / Billing Zipcode:				
□ Check / Money Order (Payable to USEF) □ VISA □ MasterCard □ AMEX	Card Holder Name (Print):				
Card Number:	Card Holder Signature:				

#### **USEF GENERAL INFORMATION**

The insurance coverage entitles you to \$1 million in Excess Personal liability insurance for horse-related accidents that cause bodily injury or property damage to third parties. In addition, you are entitled to personal accident insurance that insures you for death or permanent disability resulting from horse-related accidents. The benefit amount is determined by where the accident occurred and the result, with a maximum benefit of \$35,000.

You can view the entire USEF Rule Book and Safe Sport Policy Handbook on our website, usef.org.

By submitting this application, you agree all information is correct and you agree to abide by all USEF rules and the policies contained in the Safe Sport Handbook.

#### USHJA GENERAL INFORMATION

If you want to join World Champion Hunter Rider (WCHR), please visit www.ushja.org. A benefit of your USHJA Membership is a one-year subscription to In Stride magazine and \$9 of your USHJA membership dues include this subscription. For USHJA Outreach, Affiliate, and Collegiate memberships go to www.ushja.org.

From time to time, USHJA sends important information to their membership about association happenings and other promotional news from sponsors. By submitting this application you agree to abide by all the USHJA rules and agree to uphold the USHJA Ethics Statement.

### **USEF PERKS**

As a USEF member, you'll reap the rewards all year long with the USEF Perks Free Enrollment Program featuring a special collection of companies that support equestrian sport. See current USEF Perks list at usef.org.

#### PRIVACY INFORMATION

USEF reserves the right to share member data (including but not limited to membership numbers, horse ID numbers, horse recording numbers) with those Breed and Discipline Affiliates that have entered into Data Sharing Agreements with USEF for purposes of better serving their joint members.

#### UNITED STATES OLYMPIC COMMITTEE REQUESTED INFORMATION

The United States Olympic Committee is required to submit data to Congress and the President concerning the participation of women, individuals with disabilities and racial and ethnic minorities in the amateur athletic and administration activities of national governing bodies. As a result, we have included the following questions so that we may fulfill our required reporting to the United States Olympic Committee. This data is for analysis only. Submission is voluntary. Failure to supply this information will not jeopardize or adversely affect your membership status with USEF. The following categories are defined and named by the U.S. Government.

#### Please check one:

☐ Female

□ Male

Race / National Origin: (check all that apply):					
☐ American Indian or Alaskan Native					
☐ Native Hawaiian or Pacific Islander					
☐ Hispanic or Latino ☐ Asian					
☐ Other: I elect not to identify my racial origin or ethnicity.					
Disability Status:					
Are you an individual with a mental or physical disability?					

#### FEDERATION RELEASE (required signature, see Section 4)

FEDERATION RELEASE, ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION. THIS DOCUMENT WAIVES IMPORTANT LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING

I AGREE in consideration for my participation in any and all Federation licensed and/or endorsed competitions ("Competition") to the following:

I AGREE that "the Federation" and "Competition" as used herein includes the Licensee and Competition Management, as well as all of their officials, officers, directors, employees, agents, personnel, volunteers and Federation affiliates.

I AGREE that I choose to participate voluntarily in the Competition with my horse, as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, trainer, or as parent or guardian of a junior exhibitor. I am fully aware and acknowledge that horse sports and the Competition involve inherent dangerous risks of accident, loss, and serious bodily injury including broken bones, head injuries, trauma, pain, suffering, or death ("Harm").

I AGREE to hold harmless and release the Federation and the Competition from all claims for money damages or otherwise for any Harm to me or my horse and for any Harm of any nature caused by me or my horse to others, even if the Harm arises or results, directly or indirectly, from the negligence of the Federation or the Competition.

I AGREE to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of the Federation or the Competition.

I AGREE to indemnify (that is, to pay any losses, damages, or costs incurred by) the Federation and the Competition and to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse while at the Competition. I have read the Federation Rules about protective equipment, including GR801 and, if applicable, EV114, and I understand that I am entitled to wear protective equipment without penalty, and I acknowledge that the Federation strongly encourages me to do so while WARNING that no protective equipment can guard against all injuries. If I am a parent or guardian of a junior exhibitor, I consent to the child's participation and AGREE to all of the above provisions and AGREE to assume all of the obligations of this Release on the child's behalf. I represent that I have the requisite training, coaching and abilities to safely compete in this competition.

I AGREE that if I am injured at any Competition, the medical personnel treating my injuries may provide information on my injury and treatment to the Federation on the official USEF accident/injury report form.

BY SIGNING IN SECTION 4 ON PAGE ONE, I AGREE to be bound by all applicable Federation Rules and all terms and provisions of this Federation Release, Assumption of Risk, Waiver and Indemnification document.

### UNITED STATES EQUESTRIAN FEDERATION MISSION STATEMENT

We are the National Governing Body ("NGB") of Equestrian Sport in the United States. We provide leadership and vision for equestrian sport by regulating competitions and promoting the safety and welfare of horses and riders while encouraging interest, participation, and excellence at every competitive level. We embrace the Olympic movement and the spirit of fair play while supporting all breed and discipline affiliates within the Federation family equally. We celebrate the equestrian lifestyle and the benefits of good health and outdoor exercise.

### **USEF High School Equestrian Athlete Program**

The USEF High School Equestrian Athlete program recognizes the accomplishments of young equestrians and encourages their future involvement in the sport. The program is open to all equestrian athletes enrolled in grades 9-12 who are members of USEF or join USEF. For more information, please visit www.usef.org/highschool or email highschoolequestrianathlete@usef.org.

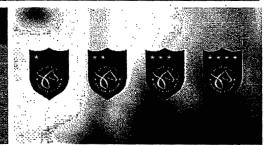


### Join!

Become a member of the United States Equestrian Federation (USEF) and apply for the USEF High School Equestrian Athlete program. There is no requirement to be on a high school equestrian team to participate in this program.

### Ridella

i jach gan you will need 1000 iero et diams of noming diving on saming as well as three eorganidens, bach program your wars tune to May 30.



### Send it in!

Submit verification of your training hours and competitions, as well as proof of enrollment in grades 9-12. This may be entered through the USEF User Login at usef.org or mailed to the USEF office.

### Wear it with pride!

Let everyone know you are a USEF High School Equestrian Achietel Order your free warsity patch and pin after receiving the congratulatory email and Derbificate of Achievement from USEF.







### Get ahead!

Planning for the future? Check out resources for the collegiate equestrian at www.usef.org/collegiate. The USEF Equestrian College Search will help you find your perfect school at www.usef.org/collegiatesearch!