



MSC Online Learning Program Tuition Agreement

District Name: Duluth Public Schools ISD 709

Mailing Address: 215 N. 1st Ave E
Duluth, MN 55802

Main Contact Name: Jeff Horton Title: Assistant Superintendent

Contact Phone: 218-336-8739 Fax: 218-336-8776

Contact E-Mail Address: jeffrey.horton@isd709.org

In an effort to provide expanded educational options for learners and to prepare students for life and work in the 21st century, any public school student in Minnesota can apply for supplemental online learning enrollment and have the course paid by MDE via M.S.124D.096. Students can register for courses and MSC Online will submit for OLL funding. Districts with a number of online students may also choose to deliver and/or access the MSC Online Learning Program with an option to benefit with a fee reduction.

Review the following four (4) tuition options available and select one for the District's enrollments:

MSC Online Learning Program Tuition Options

Basic Option \$1,250 Annual fee

Basic Option benefits include:

- Access to all courses offered through MSC Online.
- All MSC courses are taught by a licensed MN teacher.
- The fee per semester course is \$450.
- The District will collect the ADM and MSC will bill the District for all course enrollments.
- An enrollment is one student in one semester (.5 credit) course.
- Students may only drop a course during the initial ten (10) calendar day period calculated from the date of the enrollment notification email, and will incur a fee of \$110 per course. A MSC Drop Form must be submitted by a school official.
- All fees will be billed directly to the District.
- Billing for student enrollments/courses will be done at least once each semester.
- The District assumes all responsibilities for any additional costs of the program at their location(s), including equipment/material costs.
- The District is allowed a representative on the MSC Online Advisory Committee.

Comprehensive Option \$2,250 Annual fee

Comprehensive Option benefits include:

- Access to all courses offered through MSC Online.
- All MSC courses are taught by a licensed MN teacher.
- The fee per semester course is \$450.
- The District will collect the ADM and MSC will bill the District for all course enrollments.
- An enrollment is one student in one semester (.5credit) course.
- Free hosting for the District's blended/hybrid classroom courses.
- Free basic 1-day training for two (2) district teachers in their blended/hybrid classroom courses.
- Students may only drop a course during the initial ten (10) calendar day period calculated from the date of the enrollment notification email, and will not incur a drop fee.
- All fees will be billed directly to the District.
- Billing for student enrollments/courses will be done at least once each semester.
- The District assumes all responsibilities for any additional costs of the program at their location(s), including equipment/material costs.
- The District is allowed a representative on the MSC Online Advisory Committee.

Direct bill option No Annual fee

- Access to all courses offered through MSC Online.
- All MSC courses are taught by a licensed MN teacher.
- The fee per semester (.5 credit) course will be the current ADM amount.
- The District will collect the ADM and MSC will bill the District for all course enrollments.
- Students may only drop a course during the initial ten (10) calendar day period calculated from the date of the enrollment notification email, and will incur a fee of \$110 per course. A MSC Drop Form must be submitted by a school official.
- All fees will be billed directly to the District.
- Billing for student enrollments/courses will be done at least once each semester.
- The District assumes all responsibilities for any additional costs of the program at their location(s), including equipment/material costs.

NOTE: Districts choosing not to select one of the Tuition Agreement options listed above may still utilize the MSC Online Learning Program. Students can register for courses and MSC Online will submit to the Minnesota Department of Education for OLL funding via M.S.124D.096.

Submit to MDE for OLL No Annual fee

- Access to all courses offered through MSC Online.
- All MSC courses are taught by a licensed MN teacher.
- The District will not collect the ADM.
- MSC Online will submit to MDE for the current ADM funding per semester (.5 credit) course.
- Students may only drop a course during the initial ten (10) calendar day period calculated from the date of the enrollment notification email, and will incur a fee of \$110 per course. A MSC Drop Form must be submitted by a school official.
- Any fees will be billed directly to the District.
- The District assumes all responsibilities for any additional costs of the program at their location(s), including equipment/material costs.

NOTE: There is a \$25.00 registration fee charged for any student enrollment submitted which is withdrawn or changed after being processed. This is NOT the same as the drop fee charge within ten (10) calendar days of enrollment.

MSC Online / Northeast Service Cooperative Responsibilities

The Northeast Service Cooperative will provide the following program support and resources:

- Access to Course Management System (CMS), including all the resources and tools available as part of the CMS.
- Regional policies and procedures for the equitable use of MSC Online Learning Program resources.
- Regional coordination of the Program, including processing enrollments, creation and maintenance of user accounts and courses, instructional support for teachers, provide academic progress and final grade reports, hold Advisory Committee meetings and Teacher User Group meetings.
- Coordination with the MN Department of Education, including maintenance of Approved Provider status.
- Maintenance of CMS server and Level 2 & Level 3 technical support

District Responsibilities

- Provide Level 1 (desktop computer and software) technical support for their students.
- Abide by all Minnesota laws and regulations regarding online learning.
- Abide by Copyright regulations for all MSC Online courses used by the District.
- Abide by appropriate Fair Use and Copyright regulations for any District-created content developed for use on the MSC Online Learning Program system.
- Develop policies and procedures that define the scope of online learning at the District and provide equitable access to online resources within that definition.
- Provide accurate and timely student enrollment, withdrawal, and other pertinent information to MSC Online / Northeast Service Cooperative.

Term & Termination

The Term of this Agreement shall commence upon signature and remain in effect while utilizing the MSC Online Program. The District may choose a different tuition option by submitting a new, signed agreement by September 1st to begin with the upcoming school year. Tuition options with an annual fee will be billed by September 30th.

If the District elects to withdraw from the Agreement in the MSC Online Learning Program during a school year, it will forfeit all prior payment made to the Northeast Service Cooperative. If the District withdraws or fails to fulfill its obligations, as agreed to in this document, the District will forfeit their MSC Online Learning Program Agreement benefits.

We, the undersigned, have read and understand the terms and conditions of this Tuition Agreement between the Northeast Service Cooperative and the District. We agree to abide by this Agreement while utilizing the MSC Online Program. The Tuition Agreement needs to be returned before September 1st. Annual fees need to be paid within sixty (60) days.

DISTRICT ISD# 709

X Cathryn Elger
District Representative

10/17/19
Date

NORTHEAST SERVICE COOPERATIVE

X _____
Northeast Service Cooperative Representative

Date

Northeast Service Cooperative
MSC Online Learning Program
5525 Emerald Avenue
Mt. Iron, MN 55768
218-741-0750
Web- <http://www.msconline.us>
Email- msconline@necsmn.net



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Congdon Park (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



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

D. Second Harvest Northern Lakes Food Bank Agrees To:

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



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

E. General Provisions

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

F. Signatures

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

Program Partner Signature:

Kathy Kusch Marshall

Program Partner Signature (Principal or Executive Director)

10/1/19

Date

KATHY KUSCH MARSHALL

Printed Name

Principal

Title

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

Questions regarding this agreement should be directed to:

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



Cathy Erickson *10/7/19*

 Cathy Erickson, CFO



Background Check Policy and Procedure

Purpose

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

Policy

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

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

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

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

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

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



Verification

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

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

Program Partner Signature:

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

10/1/19
 Date

Kathi Kusch Marshall
 Printed Name

10/1/19
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
Jeana Marshak	✓	
Krissy Eberth	✓	

Cathy Erickson
 Cathy Erickson, CFO

Bank is an equal opportunity provider and employer.

WITC ARTICULATION AGREEMENT

School District of Denfeld (Duluth) 2019-2020

Wisconsin Indianhead Technical College (WITC) and the **School District of Denfeld (Duluth)** hereby enter into an agreement that provides for dual and advanced standing credit (as indicated) for the course(s) listed below.

The purpose of the Dual Credit Articulation Process is to provide an opportunity for high school and technical college staff to confer on the competencies covered in their coursework and offer high school students the possibility to earn college credit. Students who have mastered competencies at the high school level, matching similar competencies in coursework offered at WITC, will be granted advanced standing. Students who have mastered competencies at the high school level, matching exact competencies in coursework offered at WITC, will be granted dual credit.

Representatives from WITC and **Denfeld (Duluth)** High School will evaluate the current agreement on an annual basis to determine whether it should be renewed or modified.

For Dual Credit Agreements, Wisconsin Indianhead Technical College agrees to:

1. Provide competency and performance-based curriculum materials for the course(s) covered by this agreement.
2. Assure quality and currency of the curriculum.
3. Assure course competencies and performance standards are the same in the course taught in the high school as those in the course taught at WITC.
4. Provide instructor in-service and ongoing instructional support for those teaching the dual credit course.

For Dual Credit Agreements, the high school instructor agrees to:

1. Offer WITC course using WITC curriculum and comparable textbooks/equipment.
2. Follow WITC registration and grading policies.
3. Provide data necessary to process WTCS certification.
4. Maintain Wisconsin DPI certification and WTCS certification.
5. Work in cooperation with WITC and instructional areas.

Please refer to page 2 of the WITC Articulation Handbook for a detailed list of high school and mentor responsibilities.

Wisconsin Indianhead Technical College (WITC)

School District of **Denfeld (Duluth)**

Stephanie Erdmann Date
Vice-President, Academic Affairs

Catherine E. Ison 10/19/19
Superintendent/ CFO Date
District Administrator

WITC Authorized Representative Date

David Kopf 10/14/19
High School Principal Date

WITC Authorized Representative Date

NEW ARTICULATION AGREEMENT PROCESS AND TIMELINE

19-20 Schedule (Target Dates)	Activity	Responsibility of:	
		High School	WITC
Friday, September 6	<ul style="list-style-type: none"> Dual Credit Day notice, articulation handbook, and application link sent to high school instructors 		Career Prep Technician
Tuesday, September 17	<ul style="list-style-type: none"> Deadline for high school instructors to: (a) Complete WITC application w/required documentation (b) RSVP for Dual Credit Day 	High School Instructors	
By Monday, September 30	<ul style="list-style-type: none"> Reviews application materials to determine if instructors meet credentialing requirements; communicates results High school instructors provided with: <ul style="list-style-type: none"> Teacher articulation eligibility (dual credit or advanced standing) and instructions regarding curriculum Course checklists Dual Credit Day schedule 		HR Staff Career Prep Technician
Friday, October 4	<ul style="list-style-type: none"> Deadline for high school instructors to submit completed AS checklists and portfolios 	Advanced Standing High School Instructors	
By Wednesday, October 9	<ul style="list-style-type: none"> WITC Mentors assigned to HS instructors and scheduled for Dual Credit Day Completed Articulation Checklists forwarded to mentors 		Associate Deans Career Prep Technician
By Friday, October 18	<ul style="list-style-type: none"> Deadline for mentors to share course outcome summaries with dual credit teachers or seek additional information from AS instructors if checklists were incomplete 		WITC Mentors
Wednesday, October 23 Dual Credit Day WITC-Rice Lake	<ul style="list-style-type: none"> Participate in WITC Dual Credit Day to initiate new and/or review existing dual credit agreements for the <u>following school year</u>. Articulation Checklists are reviewed, signed, and submitted. If not ready for signature, document what is needed and submit. 	High School Instructors and Administrators High School Instructors	DC Mentors, Academic Deans, Career Prep Staff WITC Mentors
By Wednesday, January 1	<ul style="list-style-type: none"> Articulation Checklists are completed and Advanced Standing forms are signed and submitted. (If not done on Dual Credit Day.) 	High School Instructors	WITC Mentors Career Prep Technician
By Friday, January 31	<ul style="list-style-type: none"> Agreements are finalized, signed, and distributed to High School instructors 		Career Prep Technician

CLASSROOM VISITS BY WITC CAREER SPECIALISTS

WITC Career Specialists can visit high school dual credit classes to help students understand the importance of college coursework and grading on a college transcript, provide information on the transferability of the dual credit course to WITC and other colleges, and discuss various career pathways and options related to the course in which they are enrolled.

To have a Career Specialist visit with your students, please contact Natalie Landgreen at Natalie.Landgreen@witc.edu.

WITC ARTICULATION AGREEMENT

School District of Denfeld (Duluth) 2019-2020

Condition for all courses listed on this agreement:

- Advanced Standing (AS): Grade of B or better (3.0 GPA)
- Dual Credit (DC): Grade of C or better (WITC scale)

NOTE:

- When enrolling at WITC, students eligible to receive advanced standing credit must present a copy of their high school transcript for verification of coursework completed.
- All MS Office courses (marked with an * below, if applicable) must use 2019 MS Office applications.

High School	HS Teacher	WITC Course Number	WITC Course Title	# of WITC Credits	AS/DC	High School Course Title
Denfeld (Duluth)	Soland, Stewart	32404380	Automotive Brake Systems	1 of 3	AS	Automotive Basics: Brakes and Engines
Denfeld (Duluth)	Soland, Stewart	32404375	Automotive Fundamentals	2	AS	Automotive Basics: Brakes and Engines
Denfeld (Duluth)	Soland, Stewart	32404379	Suspension & Alignment	1 of 3	AS	Automotive Basics: Transmission and Suspension



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Homecroft Elementary School (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify “chronically hungry” or “food insecure” children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



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

D. Second Harvest Northern Lakes Food Bank Agrees To:

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



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

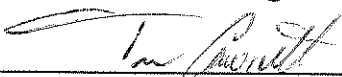
E. General Provisions

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

F. Signatures

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

Program Partner Signature:



 Program Partner Signature (Principal or Executive Director)
Thomas Cawcutt

 Printed Name

10.10.19

 Date
Principal

 Title

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

Questions regarding this agreement should be directed to:

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





Cathy Erickson, CFO



Background Check Policy and Procedure

Purpose

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

Policy

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

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

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

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

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

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



Verification

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

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

Program Partner Signature:

Tom Cawcutt
 Program Partner Signature (Principal or Executive Director)

10.10.19
 Date

Thomas Cawcutt
 Printed Name

Principal
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
<i>Sally Sundeen</i>	X	
<i>Sarah Hodgson</i>	X	
<i>Linda Hagstrom</i>	X	
<i>Lori Jackson</i>	X	

Cathy Erickson
Cathy Erickson, CFO

nk is an equal opportunity provider and employer.



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Rakewood School (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran.

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



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

D. Second Harvest Northern Lakes Food Bank Agrees To:

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



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

E. General Provisions

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

F. Signatures

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

Program Partner Signature:

[Handwritten Signature]

10/16/19

Program Partner Signature (Principal or Executive Director)

Date

DARREN SHELDON

Printed Name

Principal

Title

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

Questions regarding this agreement should be directed to:

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



Catherine Erickson



Background Check Policy and Procedure

Purpose

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

Policy

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

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

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

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

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

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



Verification

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

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

Program Partner Signature:

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

10-16-19
 Date

DARREN SHELDON
 Printed Name

PRINCIPAL
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
DARREN SHELDON	X	
SANDRA COYLE	X	
CAROL CHESI AK		X

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

[Handwritten Signature]
 Catherine Erickson, CFO



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Lester Park School (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



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

D. Second Harvest Northern Lakes Food Bank Agrees To:

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



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

E. General Provisions

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

F. Signatures

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

Program Partner Signature:

Sue Lehna
 Program Partner Signature (Principal or Executive Director)

10-21-19
 Date

SUE LEHNA
 Printed Name

Principal
 Title

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

Questions regarding this agreement should be directed to:

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



Catherine Erickson
 Catherine Erickson, CFO



Background Check Policy and Procedure

Purpose

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

Policy

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

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

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

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

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

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



Verification

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

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

Program Partner Signature:

Sue Lehna 10-21-19
 Program Partner Signature (Principal or Executive Director) Date
Sue Lehna Principal
 Printed Name Title

Names of program staff or volunteer(s):	Staff	Volunteer
Julie Davern	X	
Ron Lake	X	
Maddie Zulk (intern)	X	

Food Bank is an equal opportunity provider and employer.

Catherine Erickson
 SECOND HARVEST NORTHERN LAKES FOOD BANK
 Catherine Erickson, CFO



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Lowell Elementary- Duluth Public Schools (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



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

D. Second Harvest Northern Lakes Food Bank Agrees To:

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



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

E. General Provisions

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

F. Signatures

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

Program Partner Signature:

Jen Larva

 Program Partner Signature (Principal or Executive Director)

Jen Larva

 Printed Name

9/24/19

 Date

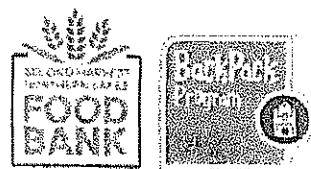
Principal

 Title

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

Questions regarding this agreement should be directed to:

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



Cathy Erickson

 Cathy Erickson, CFO



Background Check Policy and Procedure

Purpose

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

Policy

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

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

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

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

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

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



Verification

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

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

Program Partner Signature:

Jen Larva

Program Partner Signature (Principal or Executive Director)

10/10/19

Date

Jen Larva

Printed Name

Principal

Title

Names of program staff or volunteer(s):	Staff	Volunteer
<i>Taylor Walling</i>	<i>X</i>	
<i>Liang-Pi Yang</i>	<i>X</i>	

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

Catherine Erickson

Catherine Erickson, CFO

**AGREEMENT BETWEEN BOYS AND GIRLS CLUBS OF THE NORTHLAND AND
THE DULUTH PUBLIC SCHOOLS, ISD #709**

I. BACKGROUND AND INTENT

This Agreement is between Boys and Girls Clubs of the Northland (Contractor) and the Duluth Public Schools, Independent School District (ISD) #709 (District).

WHEREAS, the sole purpose of this Agreement is to define the relationships, benefits, and responsibilities of Boys and Girls Clubs of the Northland and the Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth Public Schools desires to provide a quality, comprehensive education to each student by further supporting students' academic, social-emotional and behavioral needs through community partners available on site at Lincoln Park Middle School (LPMS);

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

WHEREAS, Boys and Girls Clubs of the Northland, desires to have staff available at Lincoln Park Middle School to provide support to students and staff;

Therefore, Boys and Girls Clubs of the Northland and the Duluth Public Schools agree that it is in the best interests of all concerned to enter into this Agreement.

II. ROLES AND RESPONSIBILITIES

Roles of Boys and Girls Clubs of the Northland and Duluth Public Schools

It is understood that Boys and Girls Clubs of the Northland and Duluth Public Schools staff must work together as a team to effectively meet the needs of Duluth Public Schools 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 Boys and Girls Clubs of the Northland

Boys and Girls Clubs of the Northland will:

1. Meet with designated Lincoln Park Middle School staff to plan a system of support.
2. Provide support 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 or caregiver.

6. Conduct appropriate background checks to ensure that Boys and Girls Clubs of the Northland 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 Public Schools/Lincoln Park Middle School

Duluth Public Schools/Lincoln Park Middle School will:

1. Meet with Boys and Girls Clubs of the Northland staff to plan a system of support.
2. Provide Boys and Girls Clubs of the Northland staff with appropriate space.
3. Inform school staff of the support available through Boys and Girls Clubs of the Northland.
4. Work in partnership with staff at Lincoln Park Middle School.
5. Share student information with Boys and Girls Clubs of the Northland staff as needed and with the consent of the student/responsible parent or caregiver.
6. Meet periodically with Boys and Girls Clubs of the Northland 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 compensation, 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 1st 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: Boys and Girls Clubs of the Northland,
Attn: Ted Hoffman, 102 S. 29th Ave. W., Suite 200, P.O. Box 16435, Duluth, MN, 55816.

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 Workers' 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.

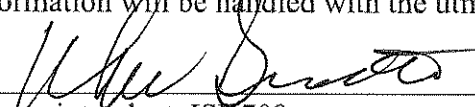
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under 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 10-01-19 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. Boys and Girls Clubs of the Northland and the Duluth Public Schools 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. Boys and Girls Clubs of the Northland and the Duluth Public Schools 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:  Date: 10/8/19
Superintendent, ISD709

Signed:  Date: 10/7/19
CFO, Executive Director of Business Services, ISD709

Signed:  Date: 09-30-19
LPMS Representative

Signed:  Date: 9/30/19
Boys and Girls Clubs of the Northland Representative



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Piedmont (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



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

D. Second Harvest Northern Lakes Food Bank Agrees To:

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



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

E. General Provisions

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

F. Signatures

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

Program Partner Signature:

Beth Sherman
 Program Partner Signature (Principal or Executive Director)

10-21-19
 Date

Beth Sherman
 Printed Name

10-21-19
 Title

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

Questions regarding this agreement should be directed to:

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



Cathy Erickson
 Cathy Erickson, CFO



Background Check Policy and Procedure

Purpose

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

Policy

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

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

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

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

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

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



Verification

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

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

Program Partner Signature:

Beth Sherman
 Program Partner Signature (Principal or Executive Director)

10-21-19
 Date

Beth Sherman
 Printed Name

10-21-19
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
Jessica Bradley	Social Worker	
Josh Yang	Integration	
Jaesb Laurent	Dean	
Maya Vukelich	Social Worker	

akes Food Bank is an equal opportunity provider and employer.

Catherine Erickson
 Catherine Erickson, CFO