



INFINITY is a state-certified online learning collaborative (ISD #6080-50) established via a Joint Powers Agreement and governed by a Governing Board, to offer online courses to students in Minnesota.

INFINITY believes that students are best served by their local district and aims to aid in that service when requested. To that end, this document provides the framework for INFINITY services to be provided to students of the following school for the **2019-2020** school year:

Both parties agree to abide by the guidelines for supplemental enrollment in online courses set forth by MN Statute 124D.095, the Online Learning Option Act.

### Online Learning Program Tuition Options:

Member District - \$1,500 annual membership fee

- Access to over 80 course offerings with 12 college credit opportunities
- Reduced tuition (\$375 per .5 credit)
- Program input and feedback on direction and course offerings of program
- Professional development and online teaching opportunities for interested staff
- Highly qualified, Minnesota licensed instructor to facilitate and monitor student progress in every course
- District will collect state aid, and Infinity Online will bill the district the reduced rate, for each course enrollment
- Students may drop a course during the first 14 days of the online semester with no penalty. Districts are responsible for the tuition after the 14 day drop deadline
- Billing for all enrollments will be collected once per semester

Educational Service Agreement - no annual membership fee

- Access to over 80 course offerings with 12 college credit opportunities
- Tuition charged at current MDE ADM amount
- Highly qualified, Minnesota licensed instructor to facilitate and monitor student progress in every course
- District will collect the state aid, and Infinity Online will bill the district, for the current MDE ADM amount for each course enrollment
- Students may drop a course during the first 14 days of the online semester with no penalty. Districts are responsible for the tuition after the 14 day drop deadline
- Billing for all enrollments will be collected once per semester

OLL Statute Billing - no annual membership fee

- Access to over 80 course offerings with 12 college credit opportunities
- Tuition charged at current MDE ADM amount
- Highly qualified, Minnesota licensed instructor to facilitate and monitor student progress in every course
- District will NOT collect state aid and Infinity Online will collect the state aid for each course enrollments through MDE OLL funding via Minnesota Statute 124D.096

**Program Responsibilities**

Infinity Online will provide:

- High-quality, rigorous, standards-aligned courses
- Highly qualified, Minnesota-licensed teachers
- Secure server hosting for course access
- Coordinate student access to courses; including course materials, Microsoft office365, e-mail accounts, and any necessary course-related software
- Regular communication with student, family, and school to facilitate and monitor the online student's academic progress
- Student and district advisement regarding OLL options
- Enhanced technical support for online learning students
- Informal audit access for district contact person to monitor student progress
- Formal mid-course and final grade reports
- Work with designated online contact through the academic intervention process with family/student regarding student engagement and progress concerns

**District Responsibilities**

District will provide:

- Student advisement regarding OLL options
- Designate a contact person to help facilitate and monitor the online student's academic progress
- Provide the online learning student the same access to computer hardware and software available in the school as all other students.
- Provide initial technical support for students
- Participate in academic intervention process with Infinity Online and family/student regarding student engagement and progress concerns

Name of participating school: Duluth Public Schools ISD 709

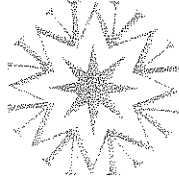
Cathryn Edrao 9-27-19  
 Superintendent/Participating School Signature Date  
 CPO

\_\_\_\_\_  
 INFINITY Program Signature Date

Please send signed copy to the address below:

INFINITY Online  
 PO Box 285  
 Coleraine, Minnesota 55722

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



**Minnesota**  
STATE COLLEGES  
& UNIVERSITIES

**FACILITIES USE AGREEMENT**

**ON-CAMPUS ONLY**

THIS FACILITIES USE AGREEMENT is between the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities on behalf of Fond du Lac Tribal & Community College ("MnSCU") and Duluth Public Schools, 215 North First Avenue East, Duluth MN 55802 ("Licensee").

1. **FACILITIES.** For purposes of this Agreement, "Facilities" shall mean: Large Conference Room (W122)

Parking will be available to Licensee at the following location: *Any of the surrounding parking lots.*

2. **GRANT OF LICENSE.** MnSCU grants to Licensee a license to use the Facilities solely for the following purpose(s):

*Curriculum retreat for Duluth Public Schools*

The estimated number of people expected to participate or attend is: *20*

Licensee acknowledges and agrees that MnSCU, its agents, employees, invitees, licensees and students may use any portion of the Facilities for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee's use of the Facilities as provided in this Agreement. Licensee shall use the Facilities in accordance with the terms and conditions of this Agreement, all MnSCU policies and procedures including all federal, State and local laws, ordinances, rules and regulations.

The parties agree that this agreement does not create a landlord-tenant relationship between them. MnSCU is permitting Licensee to use the Facilities according to the terms of this Agreement. It is specifically understood that the permission to use the Facilities and the

period of use are not exclusive to Licensee, and MnSCU shall have the right to enter and use the Facilities at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by MnSCU.

3. **TERM AND TIME OF USE.** Licensee may use the Facilities during the following dates and times.

*April 27, 2020 from 7:00 AM to 5:00 PM*

4. **FEE.** For its use of the Facilities, Licensee agrees to pay to MnSCU a fee of *Zero and 00/100 dollars (\$0.00)*, which amount shall be payable in advance when Licensee signs this Agreement and delivers it to MnSCU. Except as set forth in paragraph 17, if the MnSCU cancels this Agreement prior to Licensee's use of the Facilities, MnSCU will refund the fee to Licensee.

5. **NOTICE AND CONTRACT ADMINISTRATION.**

All notices, requests, and other communications between Licensee and MnSCU that are required or that Licensee and MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

COLLEGE/UNIVERSITY: Fond du Lac Tribal & Community College

Contact Name and Title: Bret Busakowski, Interim CFO

Address: 2101 14<sup>th</sup> Street, Cloquet MN 55720

Licensee: Duluth Public Schools

Contact Name and Title: Joan Lancour

Address: 215 N 1<sup>st</sup> Avenue East, Duluth MN 55802

6. **MAINTENANCE OF FACILITIES.** Licensee agrees to maintain the Facilities in a clean and sanitary condition. After Licensee finishes using the Facilities, MnSCU will inspect the Facilities and make any repairs or replace any missing or destroyed property, as it deems appropriate. MnSCU will then submit an invoice to Licensee for the repairs or replacement of missing items, which Licensee agrees to pay within thirty (30) days. However, if the cost of repairs or replacement is estimated to exceed \$500, MnSCU shall be entitled to obtain payment of such amount from Licensee in advance. This provision will survive the termination of this Facilities Use Agreement.

7. **RULES AND REGULATIONS.** Licensee agrees to honor and abide by all rules and regulations set forth by MnSCU during its occupancy of the Facilities.

8. **LICENSEE'S INSURANCE.** Licensee shall not occupy the Space under this Agreement until Licensee has obtained, at its sole expense, general liability and property damage insurance requirements as described below and naming both Minnesota State Colleges and Universities and *Fond du Lac Tribal & Community College* as additional insured, and has

provided a certificate of insurance to MnSCU and said insurance has been approved by MnSCU/State of Minnesota. All policies shall remain in force and effect throughout the term of this Agreement. If this Agreement is signed by Licensee less than thirty (30) days prior to the event, Licensee shall submit such evidence of insurance upon the signing of this Agreement. **No occupancy or use by Licensee may take place until satisfactory evidence of insurance coverage is provided to MnSCU.**

## GENERAL INSURANCE REQUIREMENTS

### POLICY REQUIREMENTS

#### 1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
  - \$100,000 Bodily Injury by Disease per Employee
  - \$500,000 Bodily Injury by Disease Aggregate
  - \$100,000 Bodily Injury by Accident

#### 2. General Liability Insurance

- A. Minimum Limits of Liability:
  - \$2,000,000 – Per Occurrence
  - \$2,000,000 – Annual Aggregate
  - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
  - Premises and Operations Bodily Injury and Property Damage
  - Personal & Advertising Injury
  - Blanket Contractual
  - Products and Completed Operations
  - Other; if applicable, please list \_\_\_\_\_
  - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

#### Additional Insurance Conditions

- Licensee's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Licensee's performance under this Agreement.
- Licensee agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensee's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- Licensee is responsible for payment of Agreement related insurance premiums and deductibles.
- If Licensee is self-insured, a Certification of Self-Insurance must be attached.
- Licensee's policy(ies) shall include legal defense fees in addition to the liability policy limits.
- Licensee shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Licensee's policy limits to satisfy the full policy limits required by the Agreement.

9. **LIABILITY AND HOLD HARMLESS.** Licensee shall indemnify and hold MnSCU harmless for any suits, actions or claims, whether formal or informal, direct or indirect, for injury, death, property damage or loss, including loss as a result of theft or misappropriation, made by or on behalf of any person or persons, firm or corporation arising out of or relating to the conduct, management or use of the Facilities by Licensee or arising out of any work or thing done in or about the Facilities or structures or equipment in the Facilities when such has been authorized by Licensee, except as such injury, death or property damage or loss is attributable solely to MnSCU's negligence as determined by a court of law. This provision will survive the termination of this Agreement.
10. **MINNESOTA DATA PRACTICES ACT.** Licensee agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensee agrees that in occupying the Facilities, it is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. section 12101, et seq., and any regulations promulgated pursuant to the Act. MnSCU IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
12. **AUDIT.** The books, records, documents, and accounting practices and procedures of Licensee relevant to this agreement shall be subject to examination by MnSCU, and either the Minnesota Legislative Auditor or MnSCU Auditor for a period of six (6) years following the termination of this Agreement.
13. **NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnSCU. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **CANCELLATION.** This agreement may be canceled by either party at any time, for any reason, upon ten (10) days written notice to the other party.
15. **NON-WAIVER.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.
16. **SECURITY.** Licensee hereby assumes all responsibility for security throughout its use of the Facilities.
17. **DEFAULT.** In the event of any default by Licensee under the terms of this Agreement, MnSCU may immediately terminate this Agreement and retain the license fee, in addition to any other remedies at law or in equity to which the MnSCU may be entitled. The parties agree that the amount of damages in the event of a breach are uncertain, and the license fee is a reasonable estimate of such damages.

18. **GOVERNING LAW and VENUE**. This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
19. **ENTIRE AGREEMENT**. This Agreement is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

*SIGNATURE BLOCK IS ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

**APPROVED:**





**MAGIC VILLAGE SHOWS**  
Kelvin Saline  
1 N Hawthorne Rd, Duluth, MN 55812  
(218) 591-7693 Email: magicvillageshows@gmail.com

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Letter of Agreement

September 22, 2019

This is to confirm that I will present a magic show called "The Bully" at Lakewood Elementary School, 5207 N. Tischer Road, Duluth, MN 55804.

The performance will be on Friday, September 27, 2019 as follows:

One 50 minute program beginning at 1:00PMM.

If there is weather that closes the school or travel is considered too dangerous, the show will be rescheduled.

The fee, due by the conclusion of the performance, is as follows:

Special Rate	\$ 0
Mileage and lodging	\$ 0
Total	\$ 0

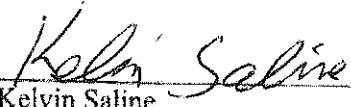
Lakewood Elementary School agrees to provide the following:


1. Bare stage or performing area, accessible 60 minutes before show time.
2. Standard electricity
3. Table


Magic Village Shows agrees to provide the following:

1. Performance of "Magic Village".
2. All equipment, tables, and recorded music for the performance.
3. All transportation costs in excess of mileage above.

By their signatures, Magic Village Shows and Lakewood Elementary School agrees to the terms of this agreement. Any changes must be made by written agreement signed by both parties.

  
\_\_\_\_\_  
Kelvin Saline  
Magic Village Shows

  
\_\_\_\_\_  
Darren Sheldon  
Lakewood Elementary School

  
\_\_\_\_\_  
Catherine Erickson, CFO



## MNTU Trout in the Classroom Program School Participation Agreement



7:28 am  
SEP 24 2019  
To: BS.  
Sec.

The Participating School Rakewood Elementary and Minnesota Trout Unlimited ("MNTU") agree to the following conditions pertaining to the school's participation in the Trout in the Classroom ("TIC") program during the 2019-2020 school year (September 2019 to June 2020).

**1. Trout in the Classroom equipment use.** MNTU agrees to provide a set of aquarium equipment and supplies to the Participating School for its use during the 2019-2020 school year. The equipment includes a tank, stand, chiller, and filter. A detailed list of the equipment and supplies provided is attached as page 3 of this agreement. The Participating School agrees to maintain equipment while in use during the school year and to thoroughly clean and properly store equipment after the fish have been released.

By accepting receipt of and/or using the equipment and supplies during participation in the TIC program, the Participating School assumes all liability and responsibility for its use. The Participating School agrees to hold harmless and indemnify MNTU for any injuries or claims of any nature whatsoever arising from the use, misuse, or storage of any items listed on page 3. MNTU shall retain ownership of the equipment and supplies, but lends them to the Participating School for program use.

The Participating School agrees to use the equipment and supplies provided to it solely for participation in the TIC program and to promptly notify MNTU if any equipment needs repairs or replacement. Upon receipt of written notice of the need for repair or replacement, MNTU will consider the feasibility of making repairs versus providing a replacement in a timely manner.

In the event that the Participating School ceases to participate in the program or ceases to use the equipment and supplies for their intended purposes, it shall promptly notify MNTU's Education Program Supervisor. The Participating School's lead teacher shall be responsible for the transport and return of all equipment in coordination with MNTU's Education Program Supervisor. If the lead teacher leaves the Participating School, this responsibility shall fall to the administrator listed below.

**2. Participation in outdoor field days.** The Participating School classroom and its students will participate in *at least* two outdoor science learning days (called "field days") organized by either the Participating School and/or MNTU's employee(s) or contractor(s) – one in fall 2019 (September to November) and one in spring 2020 (April to May). Both field days will consist of outdoor educational experiences related to the Trout in the Classroom program.

**3. Cooperation with MNTU education team.** The Participating School will make every effort to communicate and coordinate with MNTU's educational employees and/or contractors in a timely and efficient manner during their participation in the program.

4. **Hold Harmless MNTU.** The Participating School agrees to hold harmless and indemnify MNTU for any injuries or claims of any nature whatsoever arising from participation in the field days, the student summit, and any other Trout in the Classroom related activities.

5. **Trip consent forms.** In connection with the field days and student summit, the Participating School agrees to obtain a completed consent and release form for each student, signed by the student's parent or legal guardian. The form must include the parent's or guardian's consent to the student's participation in the field day or student summit and agree to release and indemnify Trout Unlimited from and against any and all claims, demands, and judgments arising from injuries or damages in connection with the student's participation in the event.

6. **Photo use.** The Participating School agrees to allow the use by MNTU of photographs from field days, classroom activities, and the student summit, securing permission for such use from the parents or legal guardians of students, via an "opt out" clause in the trip consent form or otherwise.

7. **DNR Permit.** The Participating School agrees to obtain (with MNTU's assistance) a MN DNR Division of Fish & Wildlife Special Educational Permit, which is required for the transport of trout eggs, the possession of live fish, and the possible transport of fish for release in connection with the Trout in the Classroom program. The Participating School also agrees to comply with the permit conditions and submit a completed year end Trout in the Classroom Program Report to the MNDNR by 6-30-2020.

8. **Participation in student Summit.** If attending the Summit in spring 2020, the Participating School's teacher(s) will engage their students in a hands on, inquiry based project related to the Trout in the Classroom program the results of which will be presented at the Summit to other Trout in the Classroom students and teachers.

Date: 9-24-19

School Name: Lakewood Elementary

School Address: 5207 N. Fischer Rd  
Duluth, MN 55804

Lead Teacher (printed): Mindy Beaudry

Teacher Email: Melinda.beaudry@Tsd709.org

Teacher Phone: \_\_\_\_\_

Teacher Signature: Mindy Beaudry

Administrator Name: DARREN STELSON

Administrator Signature: Darren Stelson

Additional Teacher Name: Catherine Erickson

CFU Teacher signature: Catherine Erickson 9/27/19

Additional Teacher name: \_\_\_\_\_

Teacher signature: \_\_\_\_\_

Amber Taylor  
Minnesota Trout Unlimited  
P.O. Box 845  
Chanhassen, MN 55317  
mntu.education@gmail.com

**List of equipment and supplies provided by MNTU:**

- Chiller
- Aquarium & stand
- Water filter unit
- Glass top for tank
- Water Conditioner
- Seed Bacteria
- Bubble Wand
- Check Valve
- Air Pump and Tubing
- Freshwater Test Kit
- Chemi-Pure
- Gravel Vacuum
- Gravel
- Tank Thermometer
- Extra filters pads for filter unit
- Fish Net
- Breeder 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 Laura MacArthur Elementary (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:

*James Erickson*

9/20/19

Program Partner Signature (Principal or Executive Director)

Date

James Erickson

Principal

Printed Name

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:**

*James Erickson*

9/20/19

Program Partner Signature (Principal or Executive Director)

Date

James Erickson

Principal

Printed Name

Title

Names of program staff or volunteer(s):	Staff	Volunteer
Cal Harris	X	
Susan James		X
Lisa Larson	X	
Angel Barry		X

*Cathy Erickson*

**Cathy Erickson, CFO**

nk is an equal opportunity provider and employer.



## Memorandum of Understanding

### I. PURPOSE AND SCOPE:

- A. Positive Energy Outdoors (PEO) of Duluth, Minnesota, and Lowell Elementary School of Duluth, Minnesota, enter into this Memorandum of Understanding (MOU) to establish the framework under which PEO programming will be provided.
- B. This MOU outlines the agreed upon arrangements for implementing Adventure Club programming between PEO and Lowell Elementary School for the 2019 - 2020 academic year.

### II. PRIMARY POINT OF CONTACT (POC)

Positive Energy Outdoors  
Stephanie Love  
Director  
4757 Datka Road  
Duluth, MN 55803  
[steph@outdooredventures.org](mailto:steph@outdooredventures.org)  
218-391-0147

Adventure Club On-Site Contact  
Shannon Hoffman  
Adventure Club Coordinator  
2000 Rice Lake Road  
Duluth, MN 55811  
[coordinator@outdooredventures.org](mailto:coordinator@outdooredventures.org)  
218-461-7171 (answered 12:00-6:00pm M-F)

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

### III. PROGRAM OFFERINGS AND SCHEDULE

- A. PEO agrees to provide programming during the following timeframes:
  - i. Fall Semester: September 3, 2019 – December 20, 2019
  - ii. Spring Semester: January 2, 2020 – June 5, 2020
  - iii. Summer Program Option: June 15, 2020 – August 21, 2020
- B. Specific site schedule, including orientation week for staff/volunteers, start/end dates for participants, and any scheduled non-meeting days will be confirmed no later than 4-weeks prior to the start of each semester with the Lowell Elementary School Principal.

PEO programs will meet at the following times:

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

PEO program staff and volunteers require access to the site from 12-6 pm M-F for planning, setup, debrief, and cleanup.

### IV. FACILITY

- A. Lowell Elementary School agrees to provide an indoor meeting space (Barnes Gym) for severe weather options and access to outdoor classroom/nature playscape for program offerings listed in Section III.B of this MOU. Access to these spaces a minimum of 10 minutes before and after program time is required for setup and cleanup.
- B. PEO staff and volunteers will have access to outdoor classroom spaces/nature playscape, a designated meeting space (Adventure Club Room), or similarly sized/configured space 1 hour and 15 minutes before and 30 minutes after clubs for the purpose of pre-meeting and post-

debrief with staff and volunteers.

- C. Lowell Elementary School will provide storage in the designated classroom (1) locked storage container (size TBD) for the storage of materials and supplies to be used during the Adventure Club program. Space shall be secured by the same means Lowell Elementary School secures its own property from loss, theft, or damage.

#### **V. MATERIALS**

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

#### **VI. PARTICIPANTS**

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

- A. PEO Adventure Club programming is open to all children in grades K-5, as designated in section III.B of this MOU.
- B. All interested participants must pre-register through PEO's online application process.
- C. PEO will be responsible for the recruitment, placement, and program release of all children for PEO Adventure Club programming, and will provide Lowell Elementary School with the following participant information:
  - i. At the time of signing MOU:
    - 1. Copy of PEO Statement of Non-Affiliation (one per family), which clearly states that Adventure Club is an independent program of Positive Energy Outdoors and there is no affiliation with ISD 709 or Lowell Elementary School.
    - 2. Copy of PEO Assumption of Risk Form (parent permission form), which clearly states that permission has been given for participants to participate in Adventure Club, and includes an image/media release.
    - 3. Copy of PEO Behavior Policy.
  - ii. No later than 1-week prior to start of clubs:
    - 1. Complete daily roster of children attending Adventure Club.
    - 2. List of individual participants who do not have signed image releases.
  - iii. Information for new children joining the program will be provided to the PEO POC weekly. Space permitting, new participants are allowed to join Adventure Club at any time during the school year.
  - iv. At the end of daily program sessions, PEO participants will be released back to the care of their parent/guardian for dismissal. PEO program staff will follow PEO sign out procedures, including checking IDs, and signing out (day and time) each child. Copies of participant sign in/sign out rosters will be kept on file by PEO for six (6) years as required by the St. Louis County Child Care Assistance Program (CCAP).
- D. If the number of participants is fewer than 20 (full and part time), PEO reserves the right to cancel Adventure Club

## VII. PROGRAM STAFF AND VOLUNTEERS

- A. All PEO programming will be managed, on-site, by PEO professional staff members.
- B. A PEO Director will remotely manage PEO programming, and perform a minimum of 2 on-site program quality assessment visits per year as well as provide weekly on-sight oversight for the programming.
- C. PEO Adventure Club is run by professional PEO staff, with a minimum staff to student ratio of 1:12. All PEO professional staff are over the age of 18. Volunteers and interns may also be recruited by PEO.
- D. PEO is responsible for the recruitment, placement, and supervision of all adult volunteers and interns. PEO will share its volunteer and intern recruitment materials with Lowell School to help to identify potential volunteers.
- E. PEO is responsible for training all staff, volunteers and interns.
- F. PEO is responsible for completing background checks for all adult professional staff, volunteers and interns.

## VIII. COSTS

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

- A. In-kind support:
  - i. Use of program facility as outlined in this MOU.

## IX. MISCELLANEOUS

### A. PROTECTION OF REPUTATION

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

PEO 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.

### B. INSURANCE

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

### WORKERS' COMPENSATION INSURANCE

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

**C. LOGOS**

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

**D. USE OF IMAGES**

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

**F. MEDIA**

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

**G. FUNDING**

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

**H. SETTLEMENT OF DISAGREEMENTS**

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

**I. 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.

**J. MODIFICATION OR AMENDMENT**

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

**K. 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.

**L. 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.

**M. 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.


**X. TERM AND EXECUTION OF MOU**


A. This MOU shall be effective from August 26, 2019 through August 21, 2020. The terms of the agreement may be amended by mutual written agreement of both parties, and may be terminated by either party with 60 days written notice.

B. Signing this document acknowledges each party's understanding of, and agreement with, the terms outlined herein.

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

Signature:  Date: 8/26/19  
Lowell Elementary School  
By: Jennifer Larva, Principal  
[Jennifer.Larva@isd709.org](mailto:Jennifer.Larva@isd709.org)  
218-336-8895 x 1007

Signature:  Date: 9/03/19  
Duluth Public Schools  
By: William Gronseth, Superintendent  
[William.Gronseth@isd709.org](mailto:William.Gronseth@isd709.org)  
218-336-8752

Signature:  Date: 8/26/19  
Positive Energy Outdoors (PEO)  
By: Stephanie Love, Director  
[Steph@outdooredventures.org](mailto:Steph@outdooredventures.org)  
218-391-0147



## 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 ISD 709-MyersWilkins (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:

Amy Worden  
 Program Partner Signature (Principal or Executive Director)

9/16/19  
 Date

Amy Worden  
 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  
 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:**

Amy Worden  
 Program Partner Signature (Principal or Executive Director)

9/19/19  
 Date

Amy Worden  
 Printed Name

Principal  
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
Stacey Achterhoff	✓	

Cathy Erickson  
 Cathy Erickson, CFO

Bank is an equal opportunity provider and employer.

## CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 12<sup>th</sup> day of September, 2019

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Jennifer Brown

OF THE SECOND PART

### Background:

- A. Independent School District No. 709 and Jennifer Brown (the "Parties") entered into the contract (the "Contract") dated August 6, 2019, for the purpose of promoting mental health and facilitating student learning.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

### Amendments

1. The Contract is amended as follows:
  - a. Dates of Services. Original effective dates of the Contract were August 28, 2019 through September 30, 2019. This amendment would change the effective date of the contract to August 27, 2019.

### No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

### Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean

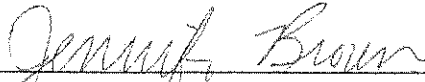
JAB

and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

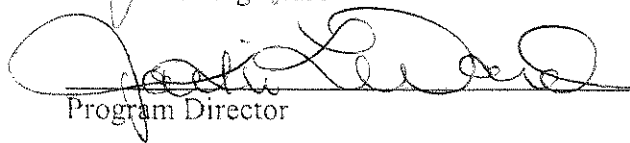
**Governing Law**

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
 \_\_\_\_\_  
 Contractor Signature

\_\_\_\_\_  
 Date 9/13/19

  
 \_\_\_\_\_  
 Program Director

\_\_\_\_\_  
 Date 9/13/19

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.


This contract is funded by either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	420	005	740	000	1157.00
XX	XXX	XXX	XXX	XXX	XXXXXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 \_\_\_\_\_  
 CFO/Superintendent of Schools/Board Chair

\_\_\_\_\_  
 Date 9-17-19



## 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 Stowe Elementary (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.
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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)

Nathan Glöckle  
Printed Name

9/13/19  
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:

Cathy Erickson  
**Cathy Erickson, CFO**

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







## **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*.

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- ✓ 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)

9/3/19  
 \_\_\_\_\_  
 Date

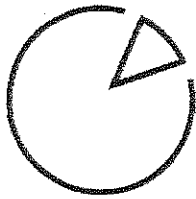
Nathan Glöckle  
 \_\_\_\_\_  
 Printed Name

Principal  
 \_\_\_\_\_  
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
Helen Bergman	✓	
Monica Halffrisch	✓	
Norma Graham		✓

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Cathy Erickson, CFO

Bank is an equal opportunity provider and employer.



# SERGEANT LABORATORIES, INC.

200 MASON ST  
ONALASKA, WI 54650  
(608) 788-9143

## Terms and Conditions for Proof of Concept

August 15, 2019

In connection with **Duluth Public School's** ("Customer") possible interest in a business transaction involving Sergeant Laboratories Inc. (the "Company"), the Company is furnishing you, or may furnish you, with an AristotleInsight::K12 test system ("Product") for a period of fifteen (15) days, which is proprietary in nature. In consideration of the Company possibly furnishing you with Information ("Information" shall mean pricing or information concerning any Company products or services; trade secrets and other proprietary rights of the Company; any business, marketing, or technical information that is confidential or proprietary to the Company) and/or Product, you agree with the Company as follows:

1. The undersigned parties mutually agree all Information will be kept confidential and will not, without the prior written consent of the Company, be disclosed by you, any of your affiliates, agents or advisers, or those of any of your affiliates, in any manner whatsoever, in whole or in part, and will not be used by any of the foregoing other than in connection with considering your possible interest in a transaction with the Company. Moreover, you agree to transmit Information only to your agents and advisers, or those of your affiliates, who need to know Information for the purpose of considering your possible interest in a transaction with the Company and who are informed by you of the confidential nature of Information and who agree to be bound by this Agreement. You will be responsible for any breach of any provision of this Agreement by your affiliates, agents and advisers and those of your affiliates.
2. Customer will track and return the Product within five (5) days following completion of testing, or, immediately upon Company's request.
3. Customer represents and warrants it will not transfer (sell, lease, or otherwise receive compensation from any third party for the right to use, possess, or operate) the Product to any third party who is not authorized by the Company to have access.
4. Customer agrees: i) not to remove, cover or otherwise tamper with any labels or markings on the Product; ii) it will not reverse engineer, de-compile, or disassemble the Product; iii) it will place the Prototype in a secure environment within Customer's facility and will not remove the Product from such facility unless authorized by the Company; iv) Company accepts no liability arising from the use of this Product and v) to restrict access to the Prototype to the Customer employees permitted to have access.
5. Title to the Product will at all times remain with the Company. Customer will not acquire any property rights, including, but not limited to intellectual property rights, in the Product by reason of this Agreement.
6. Customer acknowledges Product reports provide extensive data analysis including but not limited to forensic level, keystroke data collection which may be disabled. The product is configured with keystroke data collection enabled by default. Keystroke data collection may be disabled by checking the box below:

Initial here:     *CS*    

Disable keystroke collection.

7. Key Outcomes of the Proof of Concept:
  - Classroom Device Management
  - Filtering

If you are in agreement with the foregoing, please sign below and return one or more fully executed copies of this Agreement to the undersigned.

Accepted and agreed as of the date first above written.

**Duluth Public Schools**

By: *Catherine Erickson*

Name: ~~Bart Smith~~ Catherine Erickson

Title: ~~Manager of Technology~~ CFO

**Sergeant Laboratories**

By: *Eric Anderholm*

Name: Eric Anderholm

Title: CEO