

BARR SUBSCRIPTION AGREEMENT

THIS BARR SUBSCRIPTION AGREEMENT (this “Agreement”) is made and entered into as of September 23, 2021, by and between Hazelden Betty Ford Foundation, a Minnesota nonprofit corporation, with an address of 15251 Pleasant Valley Road, Center City, MN 55012 (“HAZELDEN BETTY FORD”) and **Denfeld High School**, a school, with an address of **401 North 44th Ave. West, Duluth, MN 55807** CLIENT”).

RECITALS

- A. HAZELDEN BETTY FORD offers and makes available to secondary schools subscription(s) for the implementation of the BARR Services (as more fully described on Exhibit A attached hereto).
- B. CLIENT wishes to implement BARR subscription services at CLIENT’s school facility at **Denfeld High School, 401 North 44th Ave. West, Duluth, MN 55807**.
- C. **Spurwink** (“FUNDER”) has agreed to pay the 4+ Year subscription fees & Accreditation Program Pilot fees set forth in Exhibit B on behalf of CLIENT.

IN CONSIDERATION of the mutual promises and agreements set forth below, HAZELDEN BETTY FORD and CLIENT agree as follows:

1. Subscription. CLIENT hereby agrees to the BARR Secondary Model (“BARR Model”) terms set forth herein and on Exhibit A attached hereto (“Subscription” or “Subscriptions(s)”). HAZELDEN BETTY FORD shall perform the services (“Services”) and provide the materials (“BARR Materials”) identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. HAZELDEN BETTY FORD may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by HAZELDEN BETTY FORD.

2. Electronic Access to BARR Materials. The Subscription includes electronic access to the BARR Secondary Materials (“BARR Materials”) through the HAZELDEN online platform (“Online Platform”). HAZELDEN BETTY FORD hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT (“Authorized Users”) a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Materials through the Online Platform, solely for their own use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Materials for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the BARR Materials or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage or adapt the BARR Materials for any purpose; or use the BARR Materials for any for-profit or commercial

purposes, including, but not limited to the sale of all or any part of the BARR Materials, or bulk reproduction or distribution of the BARR Materials in any form.

CLIENT and its Authorized Users will be given access to the BARR Materials through the Online Platform using one of the following methods, with the method or methods of access to be selected by CLIENT: (i) through protected passwords assigned by HAZELDEN BETTY FORD; (ii) by providing HAZELDEN BETTY FORD with CLIENT's IP addresses, which will be a range or range of IP addresses that will be allowed access; or (iii) by providing HAZELDEN BETTY FORD with a password protected referral URL that will link to the Online Platform and that will be posted in a private location. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Materials. CLIENT cannot reassign the Subscription for a Facility to another facility, and will instead be required to purchase an additional Subscription for any such other facility. CLIENT and its Authorized Users may access the BARR Materials through the Online Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of HAZELDEN BETTY FORD.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Materials, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Materials from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view and print the BARR Materials solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections, and will not access, copy, distribute, display or otherwise use the BARR Materials other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Materials from all local networks, computers or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Materials, in whole or in part; and (iv) not alter or modify the BARR Materials.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Materials by an Authorized User in violation of this Section 2. CLIENT shall notify HAZELDEN BETTY FORD immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Materials, and will provide such assistance as may be requested by HAZELDEN BETTY FORD to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials. CLIENT shall also be liable for any damages, costs or expenses incurred by HAZELDEN BETTY FORD in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials and in enforcing its rights under this Agreement. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, HAZELDEN BETTY FORD shall have the right to suspend access to the BARR Materials through the Online Platform for any or all Authorized Users until such breach has been cured.

HAZELDEN BETTY FORD represents and warrants that it or its licensor is the owner of the copyright in the BARR Materials and that the use of the BARR Materials by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright

infringement. HAZELDEN does not make any other representations or warranties with respect to the BARR Materials or their use.

3. Subscription Fee. The fee for the Subscription(s) being implemented by CLIENT (“Subscription Fee”) is set forth on Exhibit B attached hereto. HAZELDEN BETTY FORD will issue invoices for payment of installments of the Subscription Fee annually and FUNDER shall pay each invoice within thirty (30) days after receipt.

4. Ownership. HAZELDEN BETTY FORD or its licensors will be and remain the owner of the copyright in and to the BARR Materials. CLIENT acknowledges that the BARR Materials are protected by copyright and any intellectual property or materials created in the performance of this Agreement, and CLIENT shall not reproduce, distribute or display any of the BARR Materials in any format or media other than as expressly authorized by HAZELDEN BETTY FORD.

5. No Payment. No payment or other consideration was provided by HAZELDEN BETTY FORD to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.

6. Insurance. At all times during the term of this Agreement, HAZELDEN BETTY FORD will keep in force:

- i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate.
- ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than \$1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

7. Data; Survey Results. HAZELDEN BETTY FORD or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) HAZELDEN BETTY FORD shall not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate.

8. Records of Students of CLIENT. Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to HAZELDEN BETTY FORD.

9. Record Retention and Audits. HAZELDEN BETTY FORD will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, HAZELDEN BETTY FORD shall make available any such

records for inspection, audit and copying by CLIENT and its designated agents and representatives.

10. E Verify. HAZELDEN BETTY FORD warrants that it will comply fully with all applicable federal immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

11. Nondiscrimination. HAZELDEN BETTY FORD will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

12. Background Checks. HAZELDEN BETTY FORD will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. HAZELDEN BETTY FORD will obtain and provide background checks, including, without limitation, reference checks, screening and fingerprinting, for each employee assigned to perform Services. If any employee assigned by HAZELDEN BETTY FORD is unacceptable to CLIENT, HAZELDEN BETTY FORD will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to CLIENT.

13. Limitations on Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Term. The term of this Agreement and the Subscription purchased by CLIENT is set forth in Exhibit B attached hereto.

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within thirty (30) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, HAZELDEN BETTY FORD will immediately cease and direct any subcontractor of HAZELDEN BETTY FORD to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, FUNDER shall pay HAZELDEN BETTY FORD, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by HAZELDEN BETTY FORD, HAZELDEN BETTY FORD shall refund to FUNDER that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

16. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between HAZELDEN BETTY FORD and CLIENT. HAZELDEN BETTY FORD shall be deemed to be at all times an independent contractor of CLIENT. HAZELDEN BETTY FORD shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. HAZELDEN BETTY FORD shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. HAZELDEN BETTY FORD will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation

paid to HAZELDEN BETTY FORD hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by HAZELDEN BETTY FORD, HAZELDEN BETTY FORD and its subcontractors and agents may refer to CLIENT as a CLIENT of HAZELDEN BETTY FORD and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use HAZELDEN BETTY FORD corporate name or any derivations thereof, copyrights, logos, slogans, or other intellectual property, or to represent any ownership or joint venture with HAZELDEN BETTY FORD.

18. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

19. Legal Notices. All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

HAZELDEN BETTY FORD: General Counsel
Hazelden Betty Ford Foundation
15251 Pleasant Valley Road, PO Box 11
Mailstop FO3
Center City, MN 55012

If to CLIENT:
Name/Title/Dept.:
Address:

Notices, given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

20. CLIENT Contact. CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

Name/Title/Dept.:
Address:
Email:
Phone:

Invoices and any other communications given under this Section shall be deemed given when received, delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

21. Assignment. Neither party may assign this Agreement or any rights, obligations or duties hereunder without the prior written consent of the other party, except that HAZELDEN BETTY FORD may assign this Agreement in its entirety to any parent, subsidiary or related entity.

22. Waiver. The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not constitute a waiver of such term or requirement.

23. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

24. Governing Law. This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

25. Survival. All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, HAZELDEN BETTY FORD and CLIENT have entered into this Agreement as of the date first above written.

HAZELDEN BETTY FORD FOUNDATION

Joseph Jaksha
Publisher

Date

CLIENT

Catharine Eison
Name:
Title:

9/30/2021
Date

EXHIBIT A

BARR Model Services

Participation in Accreditation Program Pilot and Services

Additional 4+Year Subscription and Services (below)



EXHIBIT B

Subscription Fee Per School: \$16,500.00

Accreditation Program Pilot Per School: \$5,750.00

4+ Year subscription & Accreditation Program Pilot fees to be paid by SPURWINK

Term: 1 year, beginning on September 23, 2021 and ending on June 30, 2022

Description	Price Annually
Additional Year(s)	
BARR Core Services Additional Year	\$7,500.00
BARR Premium Services	\$7,500.00
Service Delivery Fee	\$1,500.00
	\$16,500.00

Description	Price Annually
Accreditation	
Accreditation Program Pilot	\$5,750.00
	\$5,750.00

Version 3/17/2021

EXHIBIT C

CLIENT to provide tax exempt certificate (if applicable) and purchase order.

Becoming an Accredited BARR School or a BARR School of Excellence

The BARR Center provides an opportunity for schools to become recognized as an Accredited BARR School or as a BARR School of Excellence.

Learn About the Benefits

Accredited BARR School

An Accredited BARR School is a school that has taken the steps to successfully implement the BARR model and has achieved positive outcomes for their students. They will experience the pride that comes from taking intentional action that makes a positive difference for their students.

Accredited BARR schools are often recognized as action-oriented leaders in their school community, district, region, or state. Accredited BARR Schools will receive the BARR member price to the yearly National Conference, be highlighted on the website and will also receive a gift bag with t-shirts, lanyards, postcards and posters for the BARR teachers and administrators at the school.

BARR School of Excellence

A BARR School of Excellence is the highest designation a BARR School can receive. In a BARR School of Excellence, the BARR model has been ingrained in the culture of the school. These schools take their leadership role to another level. They will be asked to share their knowledge and experience with other schools who may inquire about the BARR model, participate in media interviews or host a site visit for schools who would like to observe BARR in action. They may also be called upon to present at the BARR National Conference.

A BARR School of Excellence will receive two free registrations to the BARR National Conference each year.





MEMBERS

COOPERATIVE CREDIT UNION

I, Catherine Erickson, an authorized representative of the ISD # 709 hereby give Members Cooperative Credit Union and those acting on its behalf permission to use the colors, mascot, and name of the schools and sports teams maintained and operated within ISD # 709 in a reasonable, positive and respectful manner for use of the school debit card and for promoting the debit card program. ISD # 709 will be provided a copy of all marketing materials created by Members Cooperative Credit Union prior to dissemination and the ISD will not unreasonably object to such marketing materials.

Permission is granted for two years following execution of this consent agreement and shall automatically renew annually thereafter unless written notice of termination is sent to:

**ATTN: Legal Department.
Members Cooperative Credit Union
4628 Mike Colalillo Drive
Duluth, MN 55807**

Dated: 9/9/21
Signed by: Catherine Erickson
Title: CTO

Federally Insured by NCUA.



www.membersccu.org



AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of Septmeber, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Together for Life Northland, Inc. dba Star of the North Maternity Home, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *The District will meet weekly with residents to provide Head Start services. 90 minutes per week for 38 weeks, following the ISD 709 calendar.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2021 and shall remain in effect until June 10, 2022 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Staff will do 8 weeks of Circles of Security, as well as drawing from a variety of parent education sources to provide pertinent information for participants.

3. **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.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ NA hourly and \$ NA in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

9. 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.

10. 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: Duluth Preschool, 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 to Together for Life, Inc. dba Star of the North Maternity Home, Executive Suites 273, 11 E Superior St Duluth, MN 55802.

11. **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.

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

13. **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.

14. **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.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **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.

17. **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:

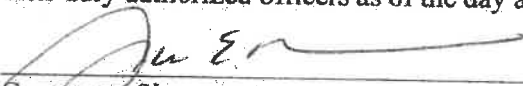
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

18. **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.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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.


27-0447207
9/6/21
 Contractor Signature SSN/Tax ID Number Date


9/6/21
 Program Director Date

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); or
 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.

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


9/14/21
 CFO / Superintendent of Schools / Board Chair Date

Service Year Tutor Agreement

Reading & Math, Inc.

The purpose of this agreement is to describe the Host Site's role in hosting a Service Year Tutor ("SYT") for the 2021-2022 program year.

A. **SYT Program:** The SYT program administered by Reading & Math, Inc. ("RMI") ("Program") utilizes employees of RMI as Reading Corps and/or Math Corps tutors.

B. **Parties to this agreement:**

1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807

Reading & Math, Inc., 1200 S Washington Ave, Ste 310, Minneapolis MN 55415.

C. **Definitions:**

1. SYT ("SYT"). Temporary, part-time employees of RMI, not AmeriCorps members.
2. Host Site ("Host Site" or "Site"). The location where an SYT is placed and performs their daily duties.
3. Internal Coach. Employee of the Host Site who provides daily on-site supervision of the SYT to ensure Program objectives are met and RMI's policies are upheld.
4. Program Staff. Employees of RMI who provide oversight and management to the Program including, SYT management, Site partnership management, coaching, and compliance management with RMI's Policies.

D. **Early termination:** At RMI's discretion, the Host Site's failure to comply with the terms and conditions of this Agreement may result in forfeiting of the Host Site's awarded SYTs for the current program year and immediate termination of this Agreement.

TERMS AND CONDITIONS OF AGREEMENT

1) **Commitment to the Program Objectives and Model:** The Host Site and RMI agree to commit to Program objectives and Program Model, as articulated in this agreement.

2) **Work Environment**

a) **Safe work environment:** The Host Site agrees to provide the SYT with a safe work environment. Host Site will ensure SYTs are provided with health and safety materials comparable to that provided to Host Site staff and volunteers. Host Site will provide training to SYTs on site-specific safety policies and protocols. As possible, with prior agreement of the Program, the Host Site shall make COVID-19 vaccine available to its SYTs as part of any internal vaccine program for Host Site Staff.

b) **Inclusive work environment:** RMI values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible diversity present within our Program. RMI believes that we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. RMI and Host Site commit to a continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by Host Site or RMI or its partner organizations that are not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement and any further relationship between RMI and the Host Site could be terminated.

Host Site will provide the SYT with a welcoming and inclusive work environment. Host Site will treat SYTs as part of the staff team, including inviting them to participate in staff activities or workshops, including in staff communication (e.g., adding to a staff email list) listing in staff directory, providing a name badge if needed, etc. Host Site staff will introduce SYTs at a staff meeting or similar setting.

c) **Site staff engagement:** Host Site will educate all staff about the purpose of the SYT position and Program, with support from Program Staff as needed. Leadership at the Host Site should be strong advocates for Program to garner staff support and buy-in.

d) **Accessibility:** Host Site must be accessible to people with disabilities.

e) **Reasonable accommodations:** In accordance with the Americans with Disabilities Act, any SYT with a disability known to RMI may request a reasonable accommodation to enable performance of the essential functions of the SYT position. When this occurs, RMI makes individualized decisions based on cooperative communications with the SYT and the Host Site. The Host Site shall work cooperatively with RMI to facilitate this process as needed.

f) **Computer access and liability:** Ensuring compliance at all times with the terms and conditions of Paragraph 5) below, the Host Site shall provide SYTs with access to a computer or other electronic device as follows:

- i) SYTs must have access to a computer with Microsoft Word, Excel, and Internet for Program-related purposes (i.e., completing time sheets, entering participant data in an online database, checking Program email, etc.). The computer used by the SYT must have a modern web browser (Chrome, Firefox, Safari, or Microsoft Edge) installed in either the browser's current or next most recent version and should operate at a speed at least on par with computers used by staff. Any firewall software in use must permit unhindered and unrestricted access to all websites necessary for completing required Program-related tasks and reviewing online Program support and training materials.
- ii) Host Sites are encouraged to issue an email address. This is required if common email providers are blocked at the Host Site.
- iii) Portable devices
 - (1) Any portable device issued to an SYT by the Host Site shall be solely on the basis of a written technology agreement defining the terms of use, including at least: whether and when the device can be transported out of the Host Site, procedures to be followed in the event of loss of the device, and any specific data protection requirements.
 - (2) By execution of this agreement, the Host Site agrees to cleanse the device of confidential data as defined in Paragraph 5) below. At the request of [AGENCY NAME], the Host Site will provide written assurance that the device has been cleansed of confidential data as defined in Paragraph 5) below.
 - (3) During and following the term of service, the Host Site shall bear the full risk of loss of any such device or its data.

- g) **Workspace:** Host Site will provide SYTs with a reasonable and quiet workspace to work with individuals, including access to a locked drawer to store confidential participant data.

- h) **Drug-Free Workplace Act:** RMI is committed to maintaining a drug and alcohol-free environment. SYTs are prohibited from the illegal use, manufacture, sale, dispensation, distribution, or possession of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Program premises, Host Sites, or while traveling in an official capacity. Employment is conditioned upon compliance with this policy.

3) SYT Selection and Placement

- a) **Filling Positions:** The Host Site will work in collaboration with Program Staff to fill awarded SYT positions by the deadlines set by Program.

- b) **Interview:** Program Staff will screen all applications and manage offers for all candidates.

- c) **Selection:** Program Staff have the responsibility and authority to extend an offer for a position to an applicant. The Host Site will not extend an official offer to any applicant; it may, however, give its recommendation to Program Staff who are responsible for making an offer.

RMI Human Resources staff reserves the right to make the final decision regarding the selection of SYTs to enforce a fair and equitable hiring process. RMI will not discriminate for or against any SYT or applicant on the basis of race, color, creed, national origin, sex, age, religion, sexual orientation, disability, marital status, status with regard to public assistance, or any other category protected by law.

- d) **Background checks:** SYT placement is contingent upon successful completion of a three-part federally mandated background check (FBI, state repository, and sex offender registry checks). RMI will conduct and pay for a thorough background check on each applicant prior to their official acceptance into the Program. RMI will notify Host Sites if the applicant did not clear the background check according to the RMI policy. Actual results of the background check will not be shared with sites without written permission from the applicant. Host Sites must notify Program Staff if it intends to conduct its own additional background check. A SYT may not be asked to pay for the cost of a background check.
- e) **Replacing SYTs:** In most cases, the Host Site may not replace a SYT.
- f) **Reassigning SYTs:** The Program reserves the right to reassign SYTs to another assignment in circumstances in which Program requirements are not being fulfilled. Other situations may arise which will require the Program to transfer a SYT on a case-by-case basis.

4) Program Model

a) Job Expectations

- i) SYT: SYTs are temporary, part-time employees of RMI, not AmeriCorps members.
- ii) SYTs are limited to working a maximum of 27 hours per week, Monday through Friday. SYT work activities are limited to tutoring and student support, training required by RMI, and Host Site staff activities, staff meetings, or workshops. Aside from training required by RMI, SYTs will only work while school is in session; they will start on the first day of school and they will end on the last day of school.

b) Performance Evaluations

- i) The Internal Coach will review and provide performance feedback for the SYT twice per year.
- ii) If a Host Site has performance concerns, they must work with RMI program staff to document and determine action steps. Host Sites cannot terminate an RMI employee.

c) Interventions and Assessments

- i) SYTs are responsible for administering the assessments; Internal Coaches are responsible for observing the SYT for assessment reliability.
- ii) SYTs are responsible for delivering interventions to a full caseload of students for the specified amount of time per day.
 - (1) PreK: SYTs are responsible for delivering Reading Corps interventions and strategies throughout the day. SYTs provide Tier 1 interventions that support core instruction; this includes providing embedded and explicit language, literacy, and math support to all students throughout daily routines. SYTs also

- provide one-on-one or small group Tier 2 and 3 targeted interventions to a caseload of 7 students for 5-15 minutes daily.
- (2) K-3 Reading: SYTs are responsible for delivering Reading Corps interventions to a full caseload of students for 20 minutes per student per day
 - (3) K-3 Math: SYTs are responsible for delivering Math Corps interventions to a full caseload of K-3rd grade students for 20 minutes daily
 - (4) 4-8 Math: SYTs are responsible for delivering Math Corps interventions to a full caseload of students for 90 minutes weekly. Math Corps focuses on developing grade-level skills in working with whole and rational numbers, with a focus on operations and algebraic reasoning. It is curriculum neutral but standards-aligned, and it uses evidence-based practice strategies that improve conceptual understanding, procedural proficiency, and word problem-solving.
- iii) SYTs are responsible for entering benchmarking and progress monitoring data into the data management system.
- (1) Tutor log data: SYTs will maintain a tutor log to document the number of minutes and the number of sessions each student receives of targeted intervention services from the SYT each week. SYTs will be responsible for entering this data into the Data Management System weekly.
 - (2) Student assessment data
 - (a) PreK: Reading Corps uses standardized, individually administered measures that are reliable and valid indicators of literacy and math skills. The assessments are designed to be effective assessments of pre-literacy and early reading and math skills.
 - (b) K-3 Reading: Reading Corps uses standardized, individually administered measures that are reliable and valid indicators of literacy skills. Reading Corps SYTs collect benchmark data three times throughout the year during the specified assessment windows set by the program. Students tested include all students who have been served by Reading Corps in previous years, and any students the site would like to screen for eligibility for Reading Corps services.
 - (c) K-3 Math: Math Corps uses a Benchmark Assessment to monitor student progress. Math Corps uses an application called Fast Math Challenge to determine appropriate fact fluency interventions for the student and measure student progress on math facts. Math Corps uses a survey, Math and Me, to collect information about students' enjoyment and self-perception of math. Math Corps collects information on students' engagement during math instruction in their regular classroom from the classroom teacher.
 - (d) 4-8 Math: Math Corps uses a standardized computer-based adaptive assessment called STAR Math to determine eligibility and monitor student progress. Math Corps uses an application called Fast Math Challenge to determine appropriate fact fluency interventions for the student and measure student progress on math facts.
- iv) Fidelity data
- (1) PreK: Internal Coaches and Coaching Specialists will be responsible for using the Benchmark Integrity and Reliability checklists to observe SYTs administering and scoring student assessments prior to each benchmark window (fall, winter, and spring) to ensure reliability. Internal Coaches and Coaching Specialists will also be responsible for using Intervention Integrity

Observation Checklists to observe SYTs using the prescribed interventions to ensure fidelity. Internal Coaches will observe SYTs twice per month to collect intervention fidelity data. Coaching Specialists will observe as required, alongside the Internal Coach.

- (2) K-3 Reading: Internal Coaches and Coaching Specialists will be responsible for using the assessment integrity checklists to observe SYTs administering and scoring student assessments prior to each benchmark window (fall, winter, and spring) to ensure reliability. Internal Coaches and Coaching Specialists will also be responsible for using Intervention Integrity Observation Checklists to observe SYTs using the prescribed interventions to ensure fidelity. Internal Coaches will observe SYTs twice per month to collect intervention fidelity data.
- (3) K-3 Math: Internal Coaches and Coaching Specialists are responsible for using Integrity Observation Checklists to observe SYTs using the prescribed assessments and interventions to ensure fidelity.
- (4) 4-8 Math: Internal Coaches and Coaching Specialists are responsible for using Intervention Integrity Observation Checklists to observe SYTs using the prescribed interventions to ensure fidelity.
- v) PreK assessment materials: While Reading Corps provides SYTs with assessment tools, Reading Corps asks that the Host Site take responsibility for inventorying and housing some assessment materials from one program year to the next.

5) SYT Management and Supervision

- a) **Internal Coach:** The Host Site must designate a staff person(s) to be the Internal Coach, who will provide programmatic support and supervision to the SYT. If this person is not designated prior to the SYT starting, the site Administrator/Director assumes responsibility for this role until a staff person is named.

The Host Site must allow sufficient time for Internal Coach to fulfill their Program responsibilities, including completing required Program training and attending scheduled meetings. The time commitment is approximately 6 hours per month to support each SYT, plus required training.

If the designated Internal Coach is not able to complete the program year (e.g., they take a leave of absence from their position at the Host Site), the Host Site is required to designate someone to be the Internal Coach for the remainder of the program year.

The duties of the Internal Coach include:

- i) **On-site orientation:** Provide an on-site orientation for the SYT. This will include a tour of the building(s), explanation of Host Site policies (including dress code, safety procedures, and data confidentiality), Host Site expectations for the SYT, etc. This orientation should include setting a schedule for weekly check-in meetings with each SYT.

- ii) **SYT Safety:** In the event of a disaster or emergency that requires the closure of the Host Site (i.e., public health emergency, bomb threat, fire, blizzard, burst water pipe, teacher strike, etc.), the Internal Coach is responsible for notifying Program Staff immediately.
 - iii) **SYT sign-in/out procedure:** Establish a sign-in and sign-out procedure on-site to verify hours worked by the SYT. Program staff are responsible for approving SYT time sheets but may request to view sign-in/out sheet.
 - iv) **Set SYT schedule:** Develop a schedule with the SYT that includes:
 - (1) A maximum of 27 hours per week and only reflects the activities described in section 4.a.ii.
 - (2) A full caseload of participants as defined by Program.
 - (3) Adequate time for data entry and meeting time with the Internal Coach and Coaching Specialist
 - (4) Time to attend all required RMI or Host Site training.:
 - v) **Data checks:** Review data collected by SYTs on a monthly basis to ensure accuracy and complete reporting of services provided. Internal Coaches can determine the most convenient method for themselves to monitor data collection.
 - vi) **Performance management:** Set clear expectations for the SYT at the start of their term, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.

Work closely with Program Staff and Host Site Administrators/Directors (if applicable) if disciplinary action is needed. SYTs are expected to adhere to Host Site policies regarding issues such as confidentiality, safety, dress code, attendance, etc. The Host Site does not have the authority to terminate a SYT but does have the authority to contact Program Staff to enact the Program performance management procedure, which includes providing documentation required for the SYT's personnel file.
 - vii) **Training completion:** Complete required training as scheduled by Program.
 - viii) **Program site visits:** Participate, as required or requested, in visits by Program.
- b) **SYT training:** Program Staff will coordinate the logistics for the SYT and Internal Coach trainings for Program that occur throughout the year. The Host Site will include SYTs in relevant on-site training and/or staff meetings as part of their employment. Any expenses related to additional Host Site training (e.g. food) are paid for by the Host Site.
- c) **Content experts:** RMI assigns a Coaching Specialist to support the Host Site in implementing the Program. The Coaching Specialist meets with the Internal Coach and SYT on an as needed basis (as often as monthly in Reading Corps and up to five times per year in Math Corps) for the following activities:
- i) **PreK:** conduct side-by-side intervention integrity checklists, observe and give feedback on the Literacy and Math Rich Schedule, provide input for the data-based decision-making

process, problem solve, provide objective feedback and affirmations, facilitate reflection and goal setting.

- ii) K-3 Reading: review student graphs, select appropriate interventions and ensure fidelity to the program.
 - iii) K-3 and 4-8 Math: review student progress, observe tutoring, and ensure fidelity to the program.
- d) **Meetings and site visits:** Program Staff will conduct meetings and/or site visits, as needed, during the year with SYTs and contacts of the Host Site.
- e) **SYT personnel file:** RMI is responsible for completing and maintaining a personnel file for each SYT, which includes all required documents, time sheets, disciplinary action, performance evaluations, etc.
- f) **SYT benefits:** RMI is responsible for administering and overseeing the SYT employee benefits (as applicable), including compensation, any employee benefits for which the SYT qualifies, and insurance benefits as required by state law.
- g) **Conflict resolution:** Program Staff work together with Host Site staff, including the Internal Coach, in resolving any SYT issues.

6) Data Management and Privacy

- a) **Data management systems:** RMI will provide a secure, online data management system for tracking participant information and progress.
- b) **Data collected by SYTs:** SYTs and/or coaches collect the following data throughout the school year:
- i) Student assessment data
 - (1) Reading Corps uses standardized, individually administered measures that are reliable and valid indicators of literacy skills.
 - (2) Math Corps uses a standardized computer-based adaptive assessment called STAR Math to determine eligibility and monitor student progress.
 - ii) Tutor log data
 - (1) SYTs will maintain a tutor log to document the number of minutes and the number of sessions each student receives of program services each week. SYTs will be responsible for entering this data into the data management system weekly.
 - iii) Fidelity data
 - (1) Internal Coaches and Coaching Specialists will be responsible for using the Benchmark Integrity checklists to observe SYTs administering and scoring student assessments prior to each benchmark window (fall, winter, and spring) to ensure reliability. Internal Coaches and Coaching Specialists will also be responsible for using Intervention Integrity Observation Checklists to observe SYTs using the prescribed interventions to ensure fidelity. Internal Coaches will observe SYTs twice per month to collect intervention fidelity data.

- c) **Participant Data:** The Host Site will support SYTs in collecting data for participants who receive services from the Program. The Host Site will ensure all requested student data are provided to Reading or Math Corps in a timely manner, and that all students served by Reading or Math Corps complete assessments administered by the SYT(s). Data is maintained online in a secure, data-privacy-compliant system. Host Sites are responsible for monitoring their SYTs' reports to ensure data is submitted regularly and accurately.
- d) **Data Privacy:** RMI is required by law to protect the confidentiality of Personally Identifiable Information (PII) that is collected or made available due to the nature of the Program. This information includes, but is not limited to, the PII of SYTs, Host Site staff, or Program participants.

PII is defined as any information, physical or electronic, about an individual that can be used to distinguish or trace a person's identity, including but not limited to: name, social security number, date and place of birth, mother's maiden name, education, financial transactions, medical, criminal and employment history, biometric records, and any other personal information that is linked or linkable to an individual.

Protecting PII includes establishing procedures to prepare for and respond to a breach of confidentiality.

"Breach" is defined as: loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users and for other than authorized purposes have access or potential access to PII.

RMI protects the confidentiality of PII by:

- Designating a PII Security Coordinator;
- Identifying the types of PII that we collect, the places where it is stored, and the service providers with whom it is shared;
- Documenting policies and procedures in place to protect PII, regardless of where it is stored;
- Identifying and documenting realistic risks to the security, confidentiality, and integrity of PII; and,
- Following those procedures in the event of a breach.

Program Staff must be notified immediately if any representative of the Host Site suspects a breach of confidentiality related to the execution of the activities outlined in this agreement.

FERPA Expectations

- The Host Site understands that it is making available to RMI some legally protected student data solely for the purpose of implementing the Reading or Math Corps program, including for research for the purposes of improving educational outcomes for students.
- SYTs and Coaches that implement the Reading or Math Corps program will collect and record additional protected data as they implement the Reading or Math Corps model. RMI requires that the Host Site take all necessary steps to protect student data as required by law.

- Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data supplied by Host Site to RMI.
- **Host Sites must designate RMI/Reading or Math Corps as a school official in their FERPA policy.**
- RMI reserves the right to request proof that Host Site is following all required FERPA and State laws related to data privacy, including requesting a copy of the Host Site's annual FERPA notice of rights to eligible students and/or parents.

7) Host Site Fees

a) SYTs:

- i) Host Sites that request and are awarded SYT positions (non-AmeriCorps tutors) are required to pay the SYT Site Fee of \$5,000 unless Host Site has a special scholarship adjustment.

b) Invoice & Payment:

- i) All payments are due within 30 days of receiving an invoice.
- ii) Invoices for SYTs are generated prior to the start of the program year before a SYT is placed at the Host Site. If payment is not received prior to the SYT start date, the SYT will not start.
- iii) The \$5,000 fee is for placing a SYT and getting them started at the Host Site; refunds will not be given.

c) Adjustments:

- i) Any adjustments to Host Site fees will be agreed upon in writing by both Reading & Math, Inc., and the Host Site.

CERTIFICATION

This Site Agreement serves as an agreement between the Host Site and the Program for the stated program year. The terms of this agreement will end on July 31, 2022 . Amendments to this agreement shall be done in writing.

SYT Award

Laura MacArthur Elementary (K3 Math): 1 Service Year - Elementary Math Tutor

Laura MacArthur Elementary (K3): 1 Service Year - Elementary Literacy Tutor

This award may be changed by request of the Host Site or Program or through the enforcement of the terms of this agreement. Changes will be negotiated, approved, and confirmed exclusively via email communication. Positions awarded, but not filled by the deadline, may be re-awarded by the Program to another Host Site.

Signature

You must complete the electronic version in its entirety to certify that you have read and understand the agreement prior to a SYT being placed at your Host Site.

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement and that I have the authority to enter this agreement on behalf of the Host Site.

Host Site Staff

Name Catherine A. Erickson

Title CFO

Signature

DocuSigned by:
Catherine A. Erickson
C441FF167FF2415...

Date 9/24/2021 | 2:50 PM CDT

Reading & Math, Inc. Staff

Name Sadie O'Connor

Title Managing Director

Signature

DocuSigned by:
Sadie O'Connor
DD0EBFC4D754490...

Date 9/27/2021 | 10:17 AM CDT



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:



 Program Partner Signature (Principal or Executive Director)

9/26/21

James Erickson

Date

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

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.



Catherine Erickson
 Catherine Erickson, CFO

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)

James Erickson

Printed Name

9/26/21

_____ Date

Principal

_____ Title

Names of program staff or volunteer(s):	Staff	Volunteer
Calvin Harris	X	

Second Harvest Northern Lakes Food Bank 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 Lester Park 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:

Susan Lehna
 Program Partner Signature (Principal or Executive Director)

9-22-21
 Date

Susan 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:

Catherine Erickson
 Catherine 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*.

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.



Catherine Erickson
 Catherine Erickson, CFO

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
 Program Partner Signature (Principal or Executive Director)

9/22/21
 Date

Susan Lehna
 Printed Name

Principal
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
<i>Jodi Staeken</i>	<i>Dean of Students</i>	
<i>Sue Lehna</i>	<i>Principal</i>	

Second Harvest Northern Lakes Food Bank 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 Myers-Wilkins Elem. (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)

9/23/21
 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

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
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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.



Catherine Erickson

Catherine Erickson, CFO

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)

9/23/21
Date

Amy Worden
Printed Name

Principal
Title

Names of program staff or volunteer(s)	Staff	Volunteer
<i>Katie Greene</i>	X	

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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.
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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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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.
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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:

Jennifer L. Sobbe
 Program Partner Signature (Principal or Executive Director)

9/22/21
 Date

Jennifer L. Sobbe
 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





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Catherine Erickson
 Catherine Erickson, CFO

Verification

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Program Partner Signature:

Jennifer L. Bobbe
 Program Partner Signature (Principal or Executive Director)

9/22/21
 Date

Jennifer L. Bobbe
 Printed Name

Principal
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
Jessica Bradley	X	

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