



INDEPENDENT SCHOOL DISTRICT 152

School Board Meeting
Probstfield Center for Education Board Room 224
2410 14th Street South
Moorhead, Minnesota

September 9, 2019
6:00 PM

MISSION STATEMENT: To develop the maximum potential of every learner to thrive in a changing world.

ATTENDANCE:

Cassidy Bjorklund, Vice Chair	_____	Rachel Stone, Director	_____
Melissa Burgard, Treasurer	_____	Matt Valan, Clerk	_____
Kara Gloe, Director	_____	Keith Vogt, Director	_____
Scott Steffes, Chair	_____	Brandon M. Lunak, Superintendent	_____

AGENDA

1. CALL TO ORDER

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Preview of Agenda - Brandon M. Lunak, Superintendent
- D. Approval of Meeting Agenda

Moved by:
Seconded by:
Comments:

E. Superintendent's Spud Award

(The Superintendent's Spud Awards are presented by the superintendent of Moorhead Area Public Schools to employees, students, parents and community members who display exceptional performance in their action and behavior to continue the district's tradition of excellence.)

The **Superintendent's Spud Award** is presented to Chris Murphy for his distinguished service that positively impacts the community. As a sports reporter for The Forum, Murphy has done far more than write game stories and report scores. He has a skill for finding the human side of high school sports, which he has shared in his stories about Spud athletes and athletes from other area schools.

F. Matters Presented by Citizens/Other Communications (Non-Agenda Items)

(Citizens who wish to address a non-agenda item have the opportunity to speak by raising their hand and being recognized by the School Board chair. Speakers must state their name and will be limited to three minutes. Speakers must complete the sign-up form, which outlines the public input process, and submit it to the School Board secretary.)

2. **CONSENT AGENDA**

All items on the Consent Agenda are considered to be routine, and have been made available to the School Board at least two (2) days prior to the meeting; the items will be enacted by one resolution. There will be no separate discussion of these items unless a School Board member so requests, in which event that item will be removed from this agenda and considered under separate resolution. To the extent possible, School Board member inquiries on consent agenda items are to be made directly to the district administration prior to the time of the meeting.

A. SUPERINTENDENT - Brandon Lunak

- (1) August 26, 2019 Meeting Minutes

B. LEARNING AND ACCOUNTABILITY - Tamara Uselman

C. HUMAN RESOURCES AND OPERATIONS - Kristin Dehmer

- (1) September Claims
- (2) Family Medical Leave
- (3) Resignations
- (4) Retirement
- (5) New Employees

D. LEARNER SUPPORT SERVICES - Duane Borgeson

- (1) Lakeland Mental Health Contract

Suggested Resolution: Move to approve the Consent Agenda as presented.

Moved by:
Seconded by:
Comments:

3. **OPENING DAY ENROLLMENT 2019-20: Kristin Dehmer**

4. **RESOLUTION ACCEPTING DONATIONS: Kristin Dehmer**

Suggested Resolution: Move to accept the school supplies, backpacks, and monetary donation and direct administration to send a thank you.

Moved by:
Seconded by:
Comments:

5. **2019-2021 FOOD SERVICE AGREEMENT SETTLEMENT: Kristin Dehmer**

Suggested Resolution: Move to approve the Dietary and Food Service Master Agreement for 2019-2021 as presented with the cost as follows:

Year	Cost	Percentage Increase
2019-2020	\$24,891.19	4.36%
2020-2021	\$12,889.78	2.16%
TOTAL	\$36,940.97	6.52%

Moved by:
Seconded by:
Comments:

6. **MOORHEAD SPORTS CENTER LEASE AND RINK OPERATIONS AGREEMENTS: Kristin Dehmer**

Suggested Resolution: Move to approve the Moorhead Sports Center Lease and Rink Operations Agreement as presented.

Moved by:
Seconded by:
Comments:

7. **NORTH STAR ANNUAL REPORT: Tamara Uselman**

8. **COMMITTEE REPORTS**

9. **OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD**

10. **ADJOURNMENT**

CALENDAR OF EVENTS

- Asp PTAC - September 10, 6:30 p.m., Media Center
- Hopkins PTAC - September 10, 6:30 p.m., Media Center
- Reinertsen PTAC - September 10, 6:30 p.m., Media Center
- Dodds PTAC - September 12, 6:30 p.m., Media Center
- Early Childhood Family Education Advisory - September 12, 6:30 p.m. PCE
- Community Education Advisory Council - September 12, 5:30 p.m., PCE
- Policy Review Committee - September 16, 6 p.m., PCE Room 202

Safe and Healthy Learners Committee - September 17, 3 p.m., PCE Board Room 224
Horizon PTAC - September 17, 6:30 p.m., Horizon West Media
Special Education Parent Advisory Committee - September 18, 1 p.m., PCE Board Room 224
School Board Meeting - September 23, 6 p.m., PCE Board Room 224
Activities Advisory Council - September 24, 7:15 a.m., MHS Conference Room 201
District Technology Committee - September 24, 4 p.m., PCE Board Room 224
No School E-12 - Teacher Professional Development- September 27



MOORHEAD
AREA PUBLIC SCHOOLS

Office of Superintendent
Memo S.20.021C

TO: School Board
FROM: Brandon M. Lunak, Superintendent
DATE: 8/20/2019
RE: August 26, 2019 Meeting Minutes

Attached please find the August 26, 2019 Regular Meeting Minutes for your review.

Suggested Resolution: Move to approve the August 26, 2019 Regular Meeting Minutes as presented.

BML:dmb

ATTACHMENTS:

Description	Type
08.26.19 Regular Meeting Minutes	Cover Memo

**REGULAR MEETING
SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT 152
PROBSTFIELD CENTER FOR EDUCATION
AUGUST 26, 2019
PAGE 1**

CALL TO ORDER AND ROLL CALL: Chair Steffes called the meeting to order at 7:00 p.m., requested board member roll call, and led everyone in attendance with the Pledge of Allegiance.

Members present: Cassidy Bjorklund, Scott Steffes, Rachel Stone, Matt Valan, Keith Vogt and Brandon Lunak.

Members absent: Melissa Burgard

APPROVAL OF AGENDA: Superintendent Luank recommended approval of the agenda with revisions to pages 1-4 and the 2019-20 Enrollment Update pages 46-48.

APPROVAL OF AGENDA: Gloe moved, seconded by Bjorklund, to approve the agenda as revised. Motion carried 6-0.

Vogt requested clarification about the rates on the transportation contract. Dehmer stated it an extension of the existing contract with a 2% increase. It is not a full contract but a Memorandum of Understanding to continue the contract for one year.

WE ARE PROUD: This is the time during the meeting to recognize outstanding achievements of students, staff and community members. After an honoree's name has been read they will accept their certificate(s) and a photo will be taken.

We Are Proud of Moorhead High and Horizon Middle School adapted bowling team members Elijah Rosado, Hunter Streifel, Brandon Hilde, Kaiden Oye, Ted Pasche, Nicolas Knight, Shanda Youngquist, Serenity Else, Brett Solum, William Deschene, Aidan Eklund, Zachary Rinowski, Gabriel Oye, Mitchell Cragg, Julia Lehrer, Amy Lambrecht, Taylor Scholar and Addie Loerzel, who qualified for the 2019 state tournament. Kaiden Oye placed third at state in the boys singles CI division. In CI doubles, Ted Pasche and Nicolas Knight placed second and Shanda Youngquist and Serenity Else placed 22nd. Pasche, Knight, Brett Solum and William Deschene placed ninth in CI team. Elijah Rosado placed 19th in boys singles ASD division. Hunter Streifel and Brandon Hilde competed in ASD singles, and Taylor Scholar, Julia Lehrer, Amy Lambrecht, and Addie Loerzel competed in PI doubles. Mitchell Cragg and Gabriel Oye placed 15th in PI doubles. Gabriel Oye placed 11th and Mitchell Cragg placed 14th in boys singles PI division. Amy Lambrecht placed 12th, Taylor Scholar tied for 13th place, and Julia Lehrer tied for 20th place in girls singles PI division. Heidi Fisher is the adapted bowling coach. Andy Parochka and Jill Hanson are the adapted bowling assistant coaches.

We Are Proud of the Moorhead High boys track team members who qualified for the 2019 Class AA state tournament. They are Houston Hall, Sutter Colborn, Dawson Strom, Zach Johnson, George Nyanforh, Jameson Cozad, Lee Karfear, Nathan Wambach and Michael Haugo. At state, Sutter Colborn placed third in high-jump and George Nyanforh placed ninth in triple jump. Spencer Stowers is the boys track head coach.

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We Are Proud of the Moorhead High School girls track team members who qualified for the 2019 Class AA state tournament. They are Claire Howell, Summer Lindquist, Summer Carlson, Cassidy O’Meara, Annamaria Davies, Willow Carrier, Princess York and Jada Schwindt. Claire Howell won the state championship in the 400 meters, and she tied for eighth place in high jump and placed seventh in the 200 meters. Claire Howell, Summer Lindquist, Summer Carlson and Cassidy O’Meara placed seventh in the 4x400m relay. Annamaria Davies, Willow Carrier, Princess York and Jada Schwindt placed seventh in the 4x100m relay. Ron Davies is the girls track head coach.

MATTERS PRESENTED BY CITIZENS/OTHER COMMUNICATIONS: (Citizens who wish to address a non-agenda item have the opportunity to speak by raising their hand and being recognized by the School Board chair. Speakers must state their name and will be limited to three minutes. Speakers must complete the sign-up form, which outlines the public input process, and submit it to the School Board secretary.) None.

CONSENT AGENDA: Vogt moved, seconded by Gloe, to approve the Consent Agenda as presented.

Minutes - Approve the August 12, 2019 Regular Meeting Minutes as presented.

Resignations:

Mary Gotta - Paraprofessional, Robert Asp Elementary School, effective August 9, 2019.
Penny Burns - Paraprofessional, Robert Asp Elementary School, effective August 14, 2019.
Shelly Brooks - Paraprofessional, Horizon Middle School West Campus, effective August 20, 2019.
Audrey Waite - Lunchroom Supervisor, Robert Asp Elementary School, effective August 22, 2019.

Family Medical Leave:

Ed Breedon - Paraprofessional, Moorhead High School, medical leave (non-FMLA) beginning August 26, 2019 through approximately September 30, 2019.
Jill Perhus - Paraprofessional, Moorhead High School, medical leave (non-FMLA) beginning August 26, 2019 through approximately September 26, 2019.
Hilda Cervantes - Early Riser Family Advocate, medical leave (FMLA) beginning August 26, 2019 through approximately September 6, 2019.
Judy Werner - Teacher, S.G. Reinertsen Elementary, family medical leave (FMLA) beginning August 26, 2019, intermittently through September 30, 2019.
Diane Zitzow - Paraprofessional, Early Intervention Services, family medical leave (non-FMLA) beginning August 22, 2019 through approximately October 22, 2019.
Jim Duncan - Teacher, Moorhead High School, family medical leave (FMLA) beginning October 22, 2019 through November 4, 2019.
Gayelynn Tunheim - Teacher, Ellen Hopkins Elementary, family medical leave (FMLA) beginning November 8, 2019 through approximately December 20, 2019.
McKenzie Peck - Teacher, S.G. Reinertsen Elementary, family medical leave (FMLA) beginning November 25, 2019 through January 31, 2020.

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New Employees: Debra Pender - Coordinator, West Central Regional Juvenile Detention Center, NA15 (18), \$50.96 per hour, 4 hours per day, effective August 5, 2019 (new position per 2019-2020 staffing plan).

Lorenzo Gracia - Custodian, Moorhead High School, C2 (0-2), \$17.10 per hour, 8 hours per day, effective August 21, 2019 (replaces Shane Brekke).

Ann Anderson - LSS Teacher, Horizon Middle School East Campus, BA (1) \$40,770.00, effective at the beginning of the 2019-2020 school year (replaces Jill Hanson).

Brittney Anderton - Hall Monitor, Moorhead High School, P4 (3) \$17.78 per hour, 8 hours per day, effective at the beginning of the 2019-2020 school year (replaces Matt Tri).

Ashley Belz - Paraprofessional, Horizon Middle School East Campus, P4 (0-2) \$16.84 per hour, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (replaces Corey Johnson).

Jonathan Berggren - Media Administrative Assistant, Horizon Middle School East Campus, AA2 (3) \$17.64 per hour, 8 hours per day, effective at the beginning of the 2019-2020 school year (replaces Bahaa Kadhem).

Hannah Corzette - Paraprofessional, Robert Asp Elementary School, P4 (0-2) \$16.84 per hour, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (replaces Tammy Keenan).

Lucas Denault - Paraprofessional, Moorhead High School, P4 (4) \$18.01 per hour, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (replaces Troy Schuh).

Shayla Franek - Paraprofessional, Moorhead High School, P4 (0-2) \$16.84 per hour, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (replaces Perwin Habib).

Diana Girard - Paraprofessional, Moorhead High School, P4 (6) \$18.45 per hour, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (replaces Molly Eckley).

June Hendrickson - Lunchroom Supervisor, Dorothy Dodds Elementary School, \$15.58 per hour, 2 hours per day, effective at the beginning of the 2019-2020 school year (replaces Ashley Waggoner).

Alecia Hultgren - Food Server, Dorothy Dodds Elementary School, \$15.58 per hour, 2.75 hours per day, effective at the beginning of the 2019-2020 school year (replaces Roger Schaffer).

Angela Hylla - Bus Assistant, Transportation, A12 (0-2) \$16.23 per hour, effective at the beginning of the 2019-2020 school year (replaces Barbara White).

Dejin Ismail - Paraprofessional, Horizon Middle School East Campus, P4 (0-2) \$16.84 per hour, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (replaces Bashi Farah).

Shawn Johnson - Bus Driver, Transportation, B22 (0-2) \$17.62 per hour, effective at the beginning of the 2019-2020 school year (replaces Lydia Alfaro).

Molly Kloeckner - Lunchroom Supervisor, Dorothy Dodds Elementary School, \$15.58 per hour, 2 hours per day, effective at the beginning of the 2019-2020 school year (replaces Susan Smith).

Candace Kornelsen - Paraprofessional, Early Intervention Services, P4 (3) \$17.78 per hour, 6.75 hours per day, 4 days per week, effective at the beginning of the 2019-2020 school year (replaces Candace Havey).

Rebecca Maki - Paraprofessional, Horizon Middle School East Campus, P4 (7) \$18.67 per hour, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (new position per 2019-2020 staffing plan).

Matthew Novotny - Language Arts Teacher, Red River Area Learning Center, BA (0) \$39,613.00, effective at the beginning of the 2019-2020 school year (replaces Shay Witt).

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Alysa Olmschenk - Lunchroom Supervisor, Dorothy Dodds Elementary School, \$15.58 per hour, 2 hours per day, effective at the beginning of the 2019-2020 school year (replaces Shelby Bauer).

Taylor Polomny - Elementary Teacher, Dorothy Dodds Elementary School, BA (0) \$39,613.00, effective at the beginning of the 2019-2020 school year (replaces Amanda Craig).

Katelynn Power - Elementary Teacher, Dorothy Dodds Elementary School, BA (1) \$40,770.00, effective at the beginning of the 2019-2020 school year (replaces Jan Trefehr/Becky Sipe).

Bahia Sarki - Lunchroom Supervisor, Dorothy Dodds Elementary School, \$15.58 per hour, 2 hours per day, effective at the beginning of the 2019-2020 school year (replaces Jessica Poseley).

Christina Siebels - Paraprofessional, Moorhead High School, P4 (3) \$17.78 per hour, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (replaces Jill Meyer).

Amy Stumphf - Paraprofessional, Probstfield Center for Education, P4 (0-2) \$16.84 per hour, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (replaces Jodi Cresap).

Christopher Voorhees - Lunchroom Supervisor, Ellen Hopkins Elementary School, \$15.58 per hour, 2.5 hours per day, effective at the beginning of the 2019-2020 school year (replaces Cassandra Loughheed).

Jill Walstrom - Paraprofessional, Horizon Middle School East Campus, P4 (0-2) \$16.84 per hour, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (replaces Sheila Haugen).

Danielle Wright - Parent Educator, Early Childhood Family Education, \$32.46 per hour, effective at the beginning of the 2019-2020 school year (replaces Sally Wiley).

Additional Staffing:

Horizon Middle School East Campus: Paraprofessional, 2.0 FTE, an additional 2.0 FTE is requested due to student need.

Horizon Middle School West Campus: Paraprofessional, 1.0 FTE, an additional 1.0 FTE is requested due to student need.

Alternative Learning/VISTA: Physical Education Teacher, 1.0 FTE, an additional 1.0 FTE is requested to support student physical education and wellness.

Dorothy Dodds Elementary: Math Interventionist, 1.5 FTE, an additional 1.5 FTE is requested to provide small group math intervention.

Transportation contracts for 2019-2020 School Year: Approve the Memorandum of Understanding to extend the school transportation contract between Moorhead Area Public Schools and Red River Trails, Richards Transportation, and Schuck Bus Transportation for the 2019-2020 school year as presented.

Motion carried 6-0.

MOORHEAD HIGH HALL OF HONOR: Dave Lawrence, Moorhead High School principal, presented the four 2019 members to the Hall of Honor, who will be recognized at an induction ceremony on September 28. This year's inductees are:

Cathy Sue Carlson, a 1972 Moorhead High School graduate and chair of the Department of Veterinary Clinical Sciences in the College of Veterinary Medicine at the University of Minnesota.

Kathy Coyle, a 1968 Moorhead High School graduate, who spent 23 years in local television and 16 years as a community and economic development specialist with USDA Rural Development.

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Chad R. Sundem, a 1989 Moorhead High School graduate, who after retiring from the military in 2013, joined BNSF Railway Company, where he is now general manager for the Twin Cities Division. Dave Thune, a 1968 Moorhead High School graduate, who served on the Saint Paul City Council for 20 years before retiring in 2015, and is currently a visual artist and professional musician.

The Hall of Honor committee reviewed the nominations and conducted research of records to select outstanding candidates. Hall of Honor committee members are Dave Lawrence, Dean Haugo, Pam Gibb, Jeremy Blake, Linda Jones, Darvin Miller, Arnold Ellingson, and Matt Naugle. The administration of Moorhead Area Public Schools expressed appreciation for the hard work of committee members to continue to make the Moorhead High School Hall of Honor a reality.

ENROLLMENT UPDATE: Kristin Dehmer, executive director of human resources and operations, said at the March 25, 2019 School Board meeting, the preliminary staffing plan was approved. At that time the district enrollment was projected to be 7,051. Currently, district enrollment is 7,020 with students continuing to enter the district. As of August 26, 2019, the district has met the kindergarten enrollment projection of 574.

The four elementary schools combined have 121 total sections. S.G. Reinertsen currently has 760 students, Ellen Hopkins has 657 students, Dorothy Dodds has 751 students, and Robert Asp has 659 students. Horizon West has 1,128 students, Horizon East has 1,078, Moorhead High School has 1,870 students and alternative education has 117 students.

NORTH STAR ACCOUNTABILITY SYSTEM: Tamara Uselman, assistant superintendent of learning and accountability, reviewed the Minnesota Department of Education presentation that summarizes reporting under the federal Elementary and Secondary Education Act and the state's World Best Workforce legislation, using the North Star accountability system. She said in September the results will be reviewed with the School Board.

COMMITTEE REPORTS: Stone and Gloe expressed appreciation for the back-to-school all-staff assembly.

OTHER PERTINENT ITEMS TO COME BEFORE THE BOARD: Brandon Lunak, superintendent, gave the board a construction update on the Operations Center. He said the transportation department is expected to be operating from its new location at the end of October 2019 followed by property services in January. District offices are expected to occupy the building in April 2020. Lunak also reminded the board of the meeting time change of 6 p.m. starting at the September 9, 2019 board meeting.

Steffes noted that dates for MSBA have been set for January.

CLOSE PUBLIC MEETING: Steffes moved, seconded by Stone, to close the public meeting at 7:40 p.m. pursuant to Minn. Stat. 13D.03 for the purpose of discussing negotiations strategies. Motion carried 6-0.

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The board recessed at 7:40 p.m. and reconvened at 7:43 p.m.

OPEN PUBLIC MEETING: Steffes moved, seconded by Bjorklund, to open the public meeting at 7:51 p.m. Motion carried 6-0.

ADJOURNMENT: Hearing no objections, the Chair adjourned the meeting at 7:51 p.m.

Clerk



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

**Memo
OEDHRO.19.039C**

TO: Brandon M. Lunak, Superintendent
FROM: Kristin L. Dehmer, Executive Director of Human Resources and Operations
DATE: 8/29/2019
RE: September Claims

The September claims are as follows:

General Fund	\$2,688,197.42
Food Service Fund	\$51,326.81
<u>Community Service Fund</u>	<u>\$5,768.42</u>
TOTAL	\$2,745,292.65

The August construction claims are as follows:

<u>Construction Fund</u>	<u>\$5,000.00</u>
TOTAL	\$5,000.00

The August wire payments are as follows:

General Fund	\$2,379,147.06
Food Service	\$99.06
Community Service	\$22.80
Debt Redemption	\$297,775.00
Internal Service Fund	\$482,734.74
<u>Post Employ Irrevocable Trust</u>	<u>\$140,332.00</u>
TOTAL	\$3,330,110.66

The August student activity payments are as follows:

<u>Student Activity</u>	<u>\$28,861.50</u>
TOTAL	\$28,861.50

Suggested Resolution: Move to approve the September claims, subject to audit, in the amount of \$2,745,292.65, the August construction claims, subject to audit, in the amount of \$5,000.00, the August

wire payments, subject to audit, in the amount of \$3,330,110.66 and the August student activity payments, subject to audit, in the amount of \$28,861.50.

KLD:tra



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

Memo

OEDHRO.20.037C

TO: Brandon Lunak, Superintendent
FROM: Kristin Dehmer, Executive Director of Human Resources and Operations
DATE: 9/3/2019
RE: Family Medical Leave

The administration requests the approval of the Family/Medical leave for the following people:

Patricia Beiswenger

Paraprofessional, Dorothy Dodds Elementary, family medical leave (non-FMLA) beginning August 26, 2019 through approximately September 30, 2019.

Kaitlyn Wheeler

Paraprofessional, Robert Asp Elementary, family medical leave (non-FMLA) beginning approximately January 22, 2020 through April 15, 2020.

Suggested Resolution: Move to approve the family medical leave for Patricia Beiswenger and Kaitlyn Wheeler as presented.

KLD:jal



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

Memo

OEDHRO.20.041C

TO: Brandon Lunak, Superintendent
FROM: Kristin Dehmer, Executive Director of Human Resources and Operations
DATE: 9/3/2019
RE: Resignations

The administration requests approval of the resignations of the following employees:

Ann Sauvageau

Paraprofessional, Horizon Middle School East Campus, effective August 21, 2019.

Ikran Osman

Lunchroom Supervisor, Horizon Middle School West Campus, effective August 22, 2019.

Rezan Berwari

Food Server, Robert Asp Elementary School, effective August 23, 2019.

Mihashi Turner

Transition Facilitator, Red River Alternative Learning Center, effective August 26, 2019.

Dejin Ismail

Paraprofessional, Horizon Middle School East Campus, effective August 27, 2019.

Sydney Shiek

Paraprofessional, Horizon Middle School West Campus, effective August 29, 2019.

Yurfee Shaikalee

Custodian, Horizon Middle School West Campus, effective September 3, 2019.

Heather Keeler

Indian Education Liaison, Vista Center for Education, effective September 13, 2019.

Suggested Resolution: Move to approve the resignation of Ann Sauvageau, Ikran Osman, Rezan Berwari, Mihashi Turner, Dejin Ismail, Sydney Shiek, Yurfee Shaikalee, and Heather Keeler as presented.

KLD:kre



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

Memo

OEDHRO.20.044C

TO: Brandon Lunak, Superintendent
FROM: Kristin Dehmer, Executive Director of Human Resources and Operations
DATE: 9/3/2019
RE: Retirement

The administration requests approval of Retirement for the following employee:

Camille Ross

Language Arts Teacher, Horizon Middle School East Campus, effective at the end of the 2019-2020 school year (Updated Information).

Suggested Resolution: Move to approve the Retirement for Camille Ross as presented.

KLD:kre



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

Memo

OEDHRO.20.036C

TO: Brandon Lunak, Superintendent

FROM: Kristin Dehmer, Executive Director of Human Resources and Operations

DATE: 9/3/2019

RE: New Employees

The administration requests the approval of hiring the following New Employees subject to satisfactory completion of federal and state statutes and district requirements.

Hamzah Al Agele

Lunchroom Supervisor, Horizon Middle School West Campus, \$15.58 per hour, 3 hours per day, effective at the beginning of the 2019-2020 school year (unfilled position from the 2018-2019 school year).

Michael Becker

Paraprofessional, Horizon Middle School East Campus, P4 (0-2) \$16.84, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (new position per 2019-2020 staffing plan).

Jenica Boelter

Elementary Education Teacher, Dorothy Dodds Elementary School, BA (5) \$45,380.00, effective at the beginning of the 2019-2020 school year (replaces Becky Wolford).

Olivia Carlson

Title 1 Paraprofessional, Horizon Middle School East Campus, P4 (0-2) \$16.84, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (Replaces Ann Anderson).

Carmen Cockfield

Lunchroom Supervisor, Horizon Middle School East Campus, \$15.58 per hour, 3 hours per day, effective at the beginning of the 2019-2020 school year (replaces Rondi Helland).

Hailey Cole

Elementary Education Teacher, S.G. Reinertsen Elementary School, BA (0), \$39,613.00, effective at the beginning of the 2019-2020 school year (replaces Alyssa Mesenbring).

Jonathan Czech

Lunchroom Supervisor, Horizon Middle School West Campus, \$15.58 per hour, 3 hours per day, effective at the beginning of the 2019-2020 school year (replaces Ikran Osman).

Nichole Danielson

Paraprofessional, Robert Asp Elementary School P4 (0-2) \$16.84 per hour, 4 hours per day, effective at the beginning of the 2019-2020 school year (replaces Penny Burns).

Danielle Dohman

Paraprofessional, Horizon Middle School West Campus, P4 (3) \$17.78, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (new position per 2019-2020 staffing plan).

Joel Engen

Bus Driver, Transportation, B22 (0-2), \$17.62 per hour, effective at the beginning of the 2019-2020 school year (replaces Brittany Dybsand).

Barbara Jacobs

Food Server, Horizon Middle School East Campus, \$15.58 per hour, 2.75 hours per day, effective at the beginning of the 2019-2020 school year (replaces Robert Byrd).

Aline Kankindi

Food Server, Horizon Middle School West Campus, \$15.58 per hour, 2.75 hours per day, effective at the beginning of the 2019-2020 school year (replaces Kalla Jabari).

Kari Kramer

Physical Education Teacher, Robert Asp Elementary School, BA (9), \$49,991.00, effective at the beginning of the 2019-2020 school year (replaces Whitney Restemayer).

Siwao Kwibe

Paraprofessional, Horizon Middle School East Campus, P4 (3) \$17.78, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (new position per 2019-2020 staffing plan).

Kelly Larson

LSS Teacher, Dorothy Dodds Elementary School, MA+10 (11) \$63,276.00, effective at the beginning of the 2019-2020 school year (replaces Tayler Kaufman).

Gabriel Lassila

Industrial Technology Teacher, Moorhead High School, BA (0) \$39,613.00, effective at the beginning of the 2019-2020 school year (replaces Steven Mathiowetz).

Latisha Lovelett

Paraprofessional, Horizon Middle School West Campus, P4 (4) \$18.01 per hour, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (replaces Shelley Brooks).

Lynn Mueller

Bus Assistant, Transportation, A12 (5) \$17.13 per hour, effective at the beginning of the 2019-2020 school year (replaces Jessica Tellinghuisen).

Jeremy Nephew

Lunchroom Supervisor, Horizon Middle School East Campus, \$15.58 per hour, 3 hours per day, effective at the beginning of the 2019-2020 school year (unfilled position 2018-2019 school year).

Dustin Syverson

Elementary Education Teacher, Horizon Middle School West Campus, BA (0) \$39,613.00, effective at

the beginning of the 2019-2020 school year (replaces Christy Leier).

Karlea Thorson

Paraprofessional, Robert Asp Elementary School, P4 (0-2) \$16.84 per hour, 6.75 hours per day, effective at the beginning of the 2019-2020 school year (replaces Mary Gotta).

Frederick Weiss

LSS Teacher, Probstfield Center for Education, MA (4) \$50,706.00, effective at the beginning of the 2019-2020 school year (new position per 2019-2020 staffing plan).

Marcela Salazar Robles

Food Server, Ellen Hopkins Elementary School, \$15.58 per hour, 2.75 hours per day, effective September 4, 2019.

Kylie Parisien

Indian Education Paraprofessional, Moorhead High School, P4 (0-2) \$16.84 per hour, 6.5 hours per day, 4 days per week, effective September 23, 2019.

New Teachers Hired But Awaiting Licensure

These teachers will be listed under new hires when the appropriate licensure is approved by PELSB. Teachers in this category will be working under the supervision of a licensed teacher within the classroom:

Natalie Anderson-Foshag

LSS Teacher, Moorhead High School, effective at the beginning of the 2019-2020 school year (replaces Katie Bormann).

Antonio Duran Barquero

Spanish Immersion Teacher, Ellen Hopkins Elementary School, effective at the beginning of the 2019-2020 school year (replaces Rosa Argueta).

Mitchell Dyrdaahl

Math Teacher, Moorhead High School, effective at the beginning of the 2019-2020 school year (replaces Kenneth Mark).

Robert Karie

LSS Teacher, Horizon Middle School West Campus, effective at the beginning of the 2019-2020 school year (replaces Laura Gillan).

Mark Quenette

Physical Education Teacher, Horizon Middle School West Campus, .5 FTE, effective at the beginning of the 2019-2020 school year (new position per 2019-2020 staffing plan).

Suggested Resolution: Move to approve the employment of Hamzah Al Agele, Michael Becker, Jenica Boelter, Olivia Carlson, Carmen Cockfield, Hailey Cole, Jonathan Czech, Nichole Danielson, Danielle Dohman, Joel Engen, Barbara Jacobs, Aline Kankindi, Kari Kramer, Siwao Kwibe, Kelly Larson, Gabriel Lassila, Latisha Lovelett, Lynn Mueller, Jeremy Nephew, Dustin Syverson, Karlea Thorson,

Frederick Weiss, Marcela Salazar Robles, Kylie Parisien, Natalie Anderson-Foshag, Antonio Duran Barquero, Mitchell Dyrdaahl, Robert Karie, and Mark Quenette as presented.

KLD:kre



MOORHEAD
AREA PUBLIC SCHOOLS

Office of Superintendent
Memo OLSS.20.002C

TO: Brandon Lunak, Superintendent
FROM: Duane Borgeson, Executive Director of Learner Support
DATE: 9/3/2019
RE: Lakeland Mental Health Contract

Attached is the agreement between Moorhead Independent School District #152 and Lakeland Mental Health Center for school based mental health services.

Suggested Resolution: Approve the Lakeland Mental Health contract as presented.

DB:dmb

ATTACHMENTS:

Description	Type
□ 2019-2020 LMHC contract	Cover Memo



LAKELAND MENTAL HEALTH CENTER, INC
980 South Tower Road
Fergus Falls, Minnesota 56537

SCHOOL BASED MENTAL HEALTH SERVICES

The following is an agreement between Moorhead Independent School District #151, at 2410 14th St S #1, Moorhead, MN 56560 (hereafter referred to as "School District") and Lakeland Mental Health Center (hereafter referred to as "LMHC").

LMHC agrees to provide mental health practitioners and mental health professionals to provide on-site mental health services to students and be available for consultation with staff across the School District. These services will be available for children and families who are MA eligible. Additionally, service eligibility may be determined on a case by case basis for private insured and underinsured children and families if funding is available from an alternate payment source such as the School District and/or Clay County Social Services. These services will be mutually agreed on by all parties involved.

LMHC will bill for all services that LMHC staff provide. This will include third party payers and any alternate funding that becomes available for this service. LMHC will have full responsibility for completion of documentation that meets requirements for payment and per LMHC policy.

The specific services and hours of service delivery shall be mutually determined by LMHC and the School District. The School District shall provide appropriate space for these services.

The School District agrees to pay LMHC a maximum of \$ 0 per year to assist with Non-MA eligible cases. LMHC will bill the school on a monthly basis. The School District will make payment upon receipt of that bill. LMHC will provide the School District with the detail necessary to support the provision of mental health services.

All Data Privacy/Data Ownership and Health Insurance Portability and Accountability Act (HIPAA) terms of the Professional Service Agreement shall be adhered to as specified in the agreement.

Term: This agreement shall be in effect from September 1, 2019 to June 30, 2020.

BY _____ Date _____
Moorhead Independent School District #151

BY _____ Date _____
Tina Jacobson, Regional Operating Officer
Lakeland Mental Health Center, Inc.



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

Memo

OEDHRO.19.040R

TO: Brandon M. Lunak, Superintendent

FROM: Kristin L. Dehmer, Executive Director of Human Resources and Operations

DATE: 8/29/2019

RE: Opening Day Enrollment 2019-20

Opening day enrollment was 7087, which is 100 students more than opening enrollment from the 2018-19 opening day enrollment and 456 more students than were enrolled at the end of the 2018-19 school year.

The largest class in the district is 4th grade with 623 students followed by kindergarten with 600 students and 2nd grade with 577 students. The smallest class in the district is 9th and 11th grades with 492 students.

Enrollment typically fluctuates the first few weeks of the school year before stabilizing in October and November. An updated report and projected figures for the next several years will be presented to the School Board in November.

KLD:tra

ATTACHMENTS:

Description	Type
09.03.19 Opening Day Presentation	Cover Memo

Moorhead Area Public Schools

Opening Enrollment Report
September 3, 2019

September 9, 2019 School Board Meeting

MOORHEAD AREA PUBLIC SCHOOLS
OPENING ENROLLMENT
SEPTEMBER 3, 2019

Enrollment September 3, 2019									Enrollment 9/3/2019	Opening Enrollment 09/04/2018
Enrollment: Elementary	Kindergarten	Grade 1	Grade 2	Grade 3	Grade 4					
Robert Asp Elementary	141	137	134	114	147				673	692
Dorothy Dodds Elementary	159	143	161	136	167				766	729
Ellen Hopkins Elementary	139	139	133	115	138				664	693
S.G.Reinertsen Elementary	161	147	149	140	171				768	718
Probstfield Elementary									0	0
Total: District Elementary Enrollment	600	566	577	505	623				2871	2832
Enrollment: Secondary	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12		
Horizon West 5-6	572	558							1130	1119
Horizon East 7-8			556	538					1094	1019
Excel Middle School									0	0
Moorhead High School					470	479	464	462	1875	1930
Red River ALC			0	4	9	14	18	31	76	66
Outreach Program (MS & HS)	0	0	0	0	2	0	4	2	8	10
Detention & Shelter Care	0	0	2	2	11	7	6	5	33	11
Total: District Secondary Enrollment	572	558	558	544	492	500	492	500	4216	4155
Total: K-12 ENROLLMENT									7087	6987
Early Intervention Services									303	271

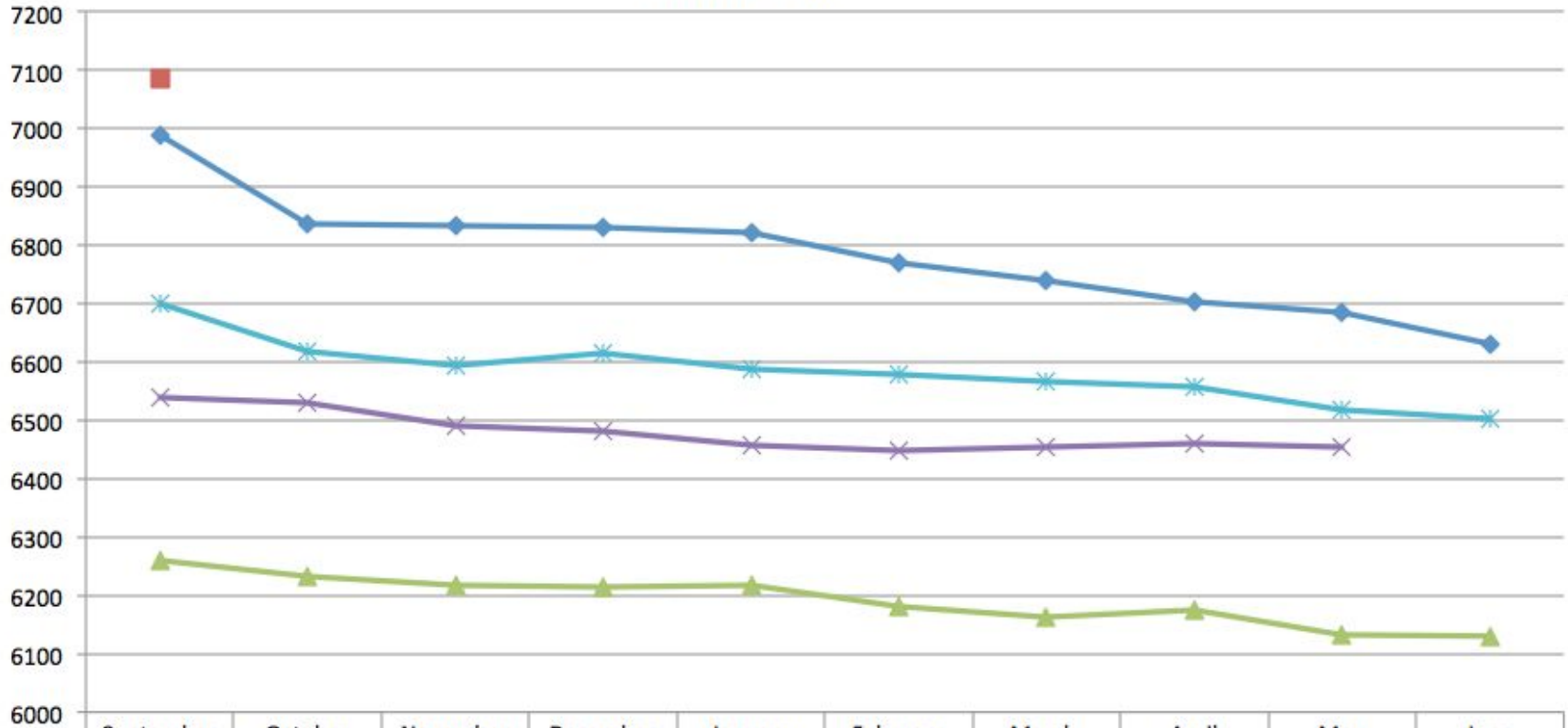
2019-20 Opening Enrollment Highlights

- 100 more students than at the opening of 2018-2019; 456 more than at the end of 2018-2019
- Largest class – 4th grade (623), followed by Kindergarten (600)
- Smallest class – 9th and 11th grades (492), followed by 10th and 12th grades (500)
- 9-12 Moorhead High School – 1875 students compared to 1930 on opening day last year (-55)
- Alternative Learning – 117 students compared to 87 on opening day last year (+30)
- 5-8 Horizon Middle School Campus – 2,224 students compared to 2,138 on opening day last year (+86)
- K-4 Elementary Schools – 2,871 Combined students compared to 2,832 on opening day last year (+39)

**MOORHEAD AREA PUBLIC SCHOOLS
OPENING ENROLLMENT
SEPTEMBER 3, 2019**

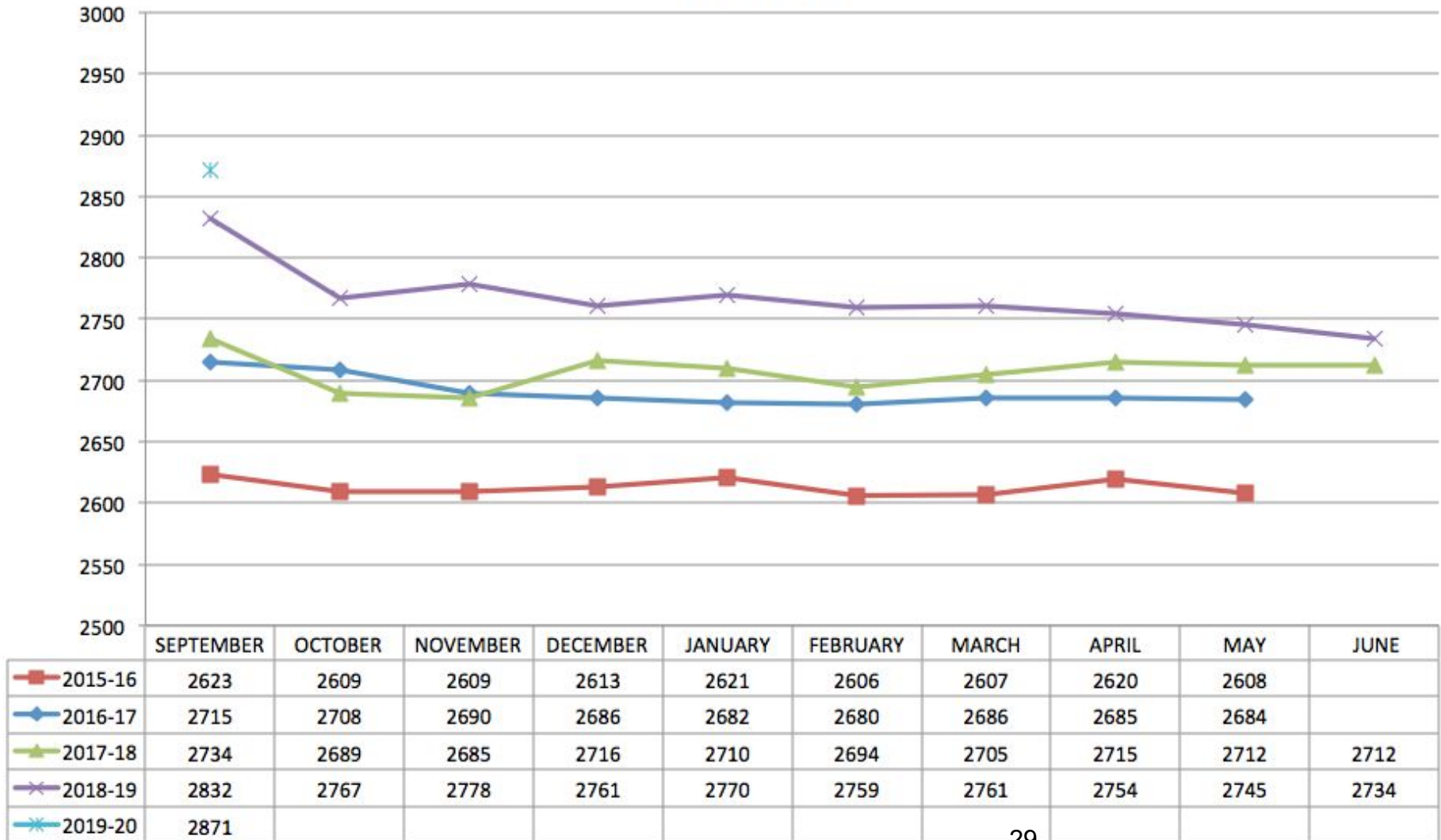
	Opening Enrollment 9/3/2019	November 2019 Projections	Opening Enrollment Compared to November 2019 Projections	Opening Enrollment 9/4/2018	Cohort Comparison 1-Year Progression
Kindergarten	600	574	26	567	N/A
Grade 1	566	576	-10	558	-1
Grade 2	577	565	12	516	19
Grade 3	505	512	-7	620	-11
Grade 4	623	612	11	571	3
Grade 5	572	576	-4	555	1
Grade 6	558	556	2	564	3
Grade 7	558	555	3	540	-6
Grade 8	544	531	13	483	4
Grade 9	492	492	0	520	9
Grade 10	500	513	-13	507	-20
Grade 11	492	498	-6	478	-15
Grade 12	500	491	9	508	22
Total K-4	2871	2839	32	2832	N/A
Total 5-6	1130	1132	-2	1119	NA
Total 7-8	1102	1086	16	1023	NA
Total 9-12	1984	1994	-10	2013	N/A
Total K-12	7087	7051	36	27 6987	N/A

MOORHEAD AREA PUBLIC SCHOOLS Monthly Enrollment Grades K-12

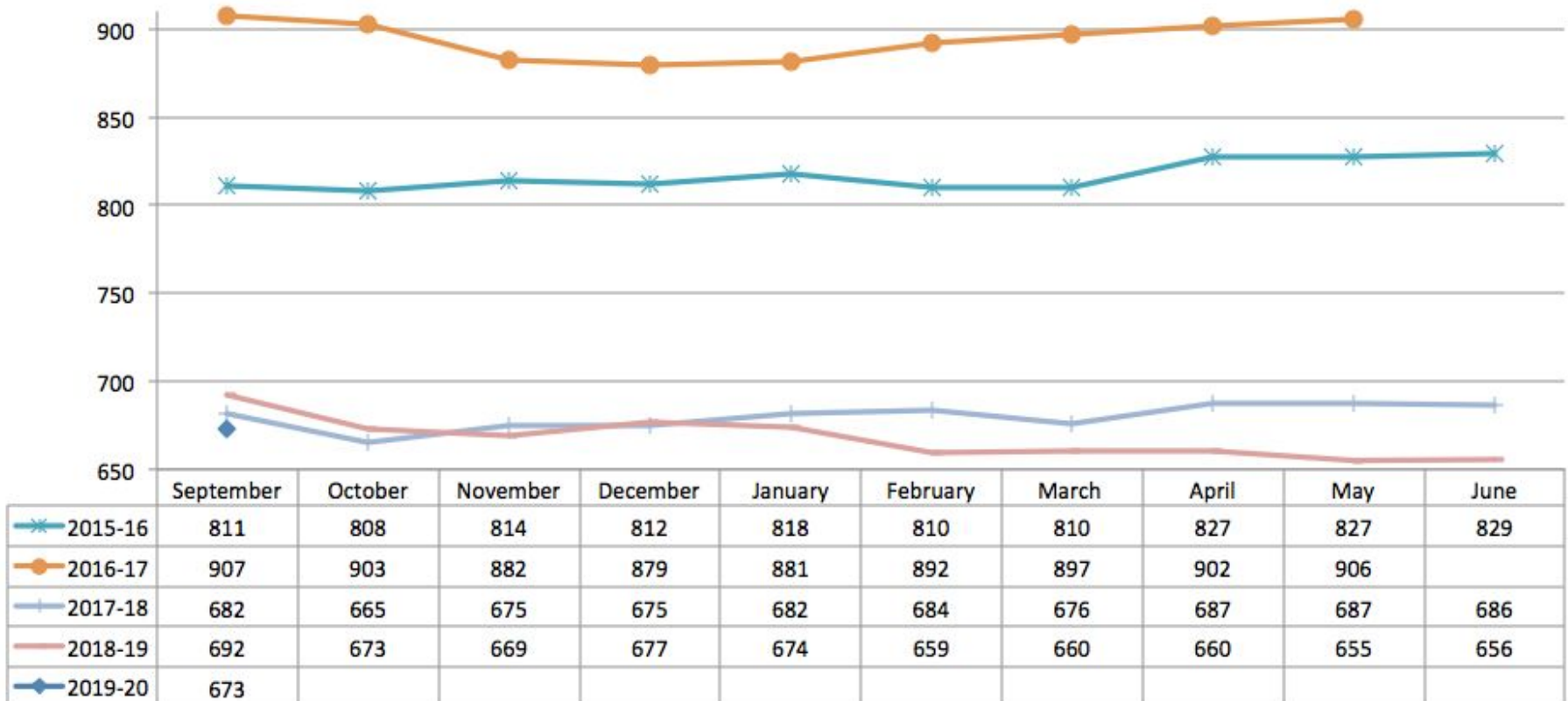


	September	October	November	December	January	February	March	April	May	June
2015-16	6259	6232	6217	6214	6217	6182	6163	6175	6131	6130
2016-17	6538	6530	6489	6482	6456	6447	6454	6461	6453	
2017-18	6701	6618	6594	6614	6588	6580	6567	6557	6518	6502
2018-19	6987	6837	6833	6832	6822	6769	6739	6704	6685	6631
2019-20	7087									

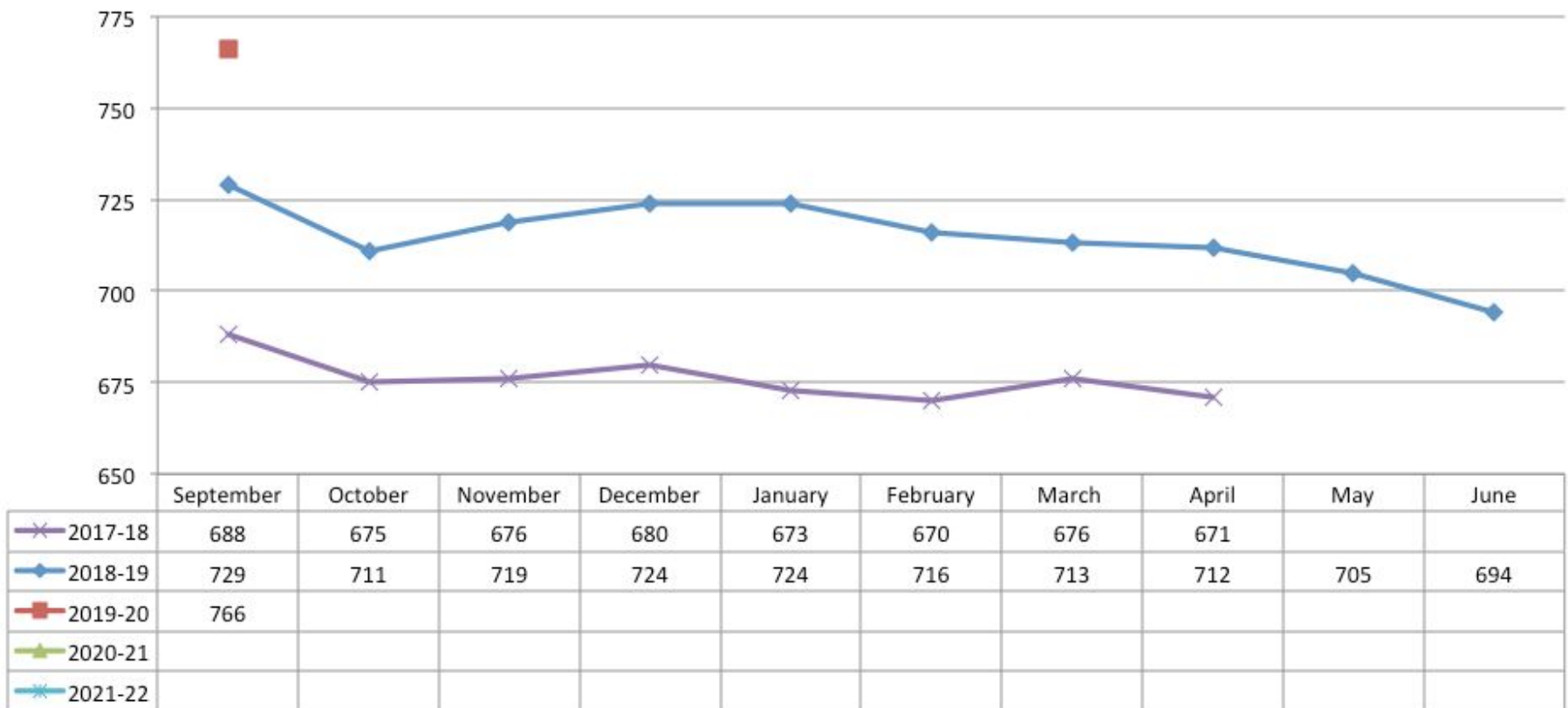
MOORHEAD AREA PUBLIC SCHOOLS Monthly Enrollment Grades K-4



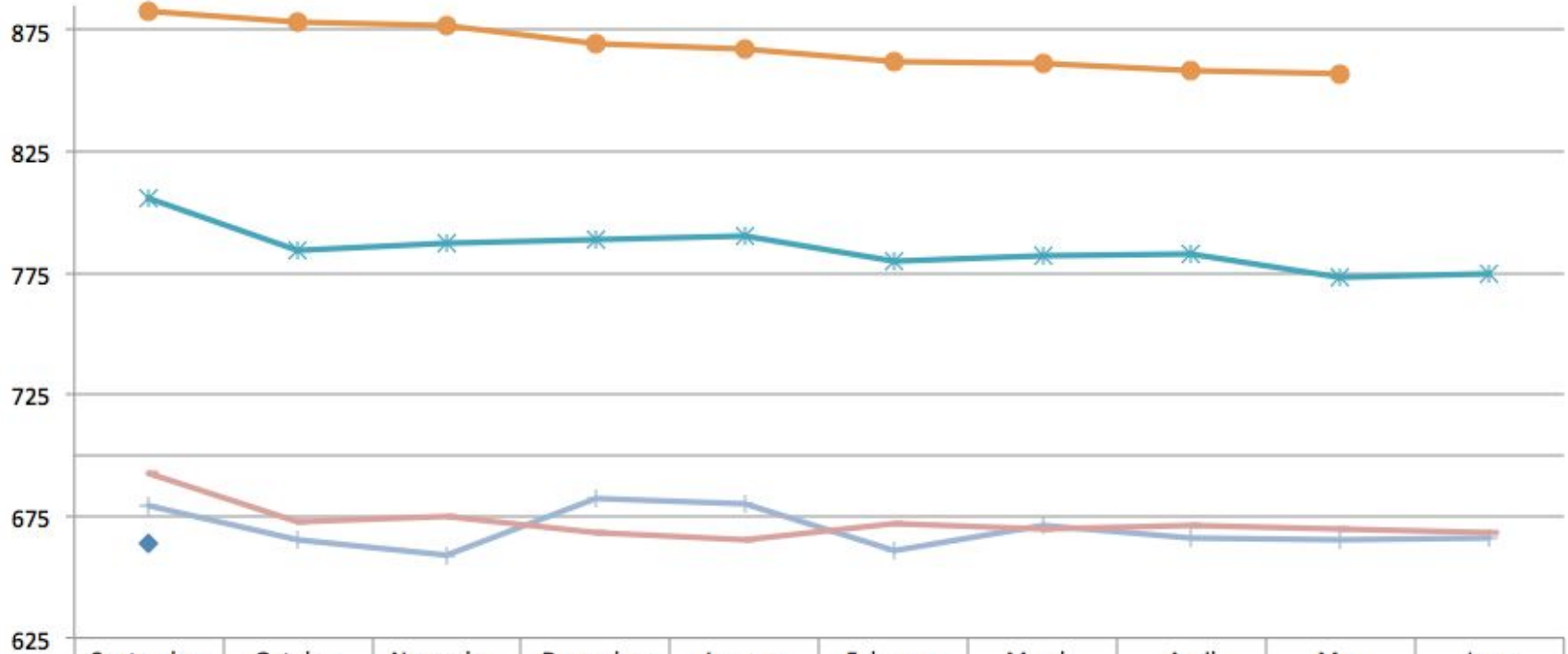
MOORHEAD AREA PUBLIC SCHOOLS
Monthly Enrollment
Robert Asp Elementary School



MOORHEAD AREA PUBLIC SCHOOLS
Monthly Enrollment
Dorothy Dodds Elementary School

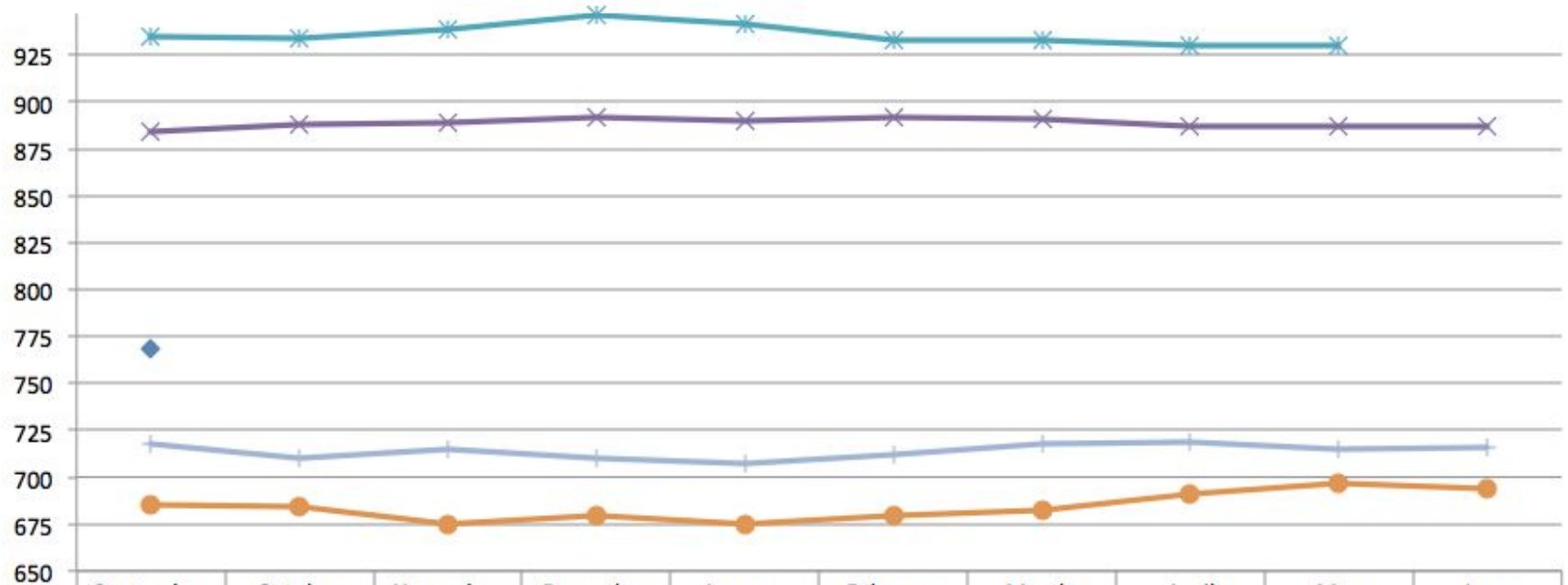


MOORHEAD AREA PUBLIC SCHOOLS Monthly Enrollment Ellen Hopkins Elementary School



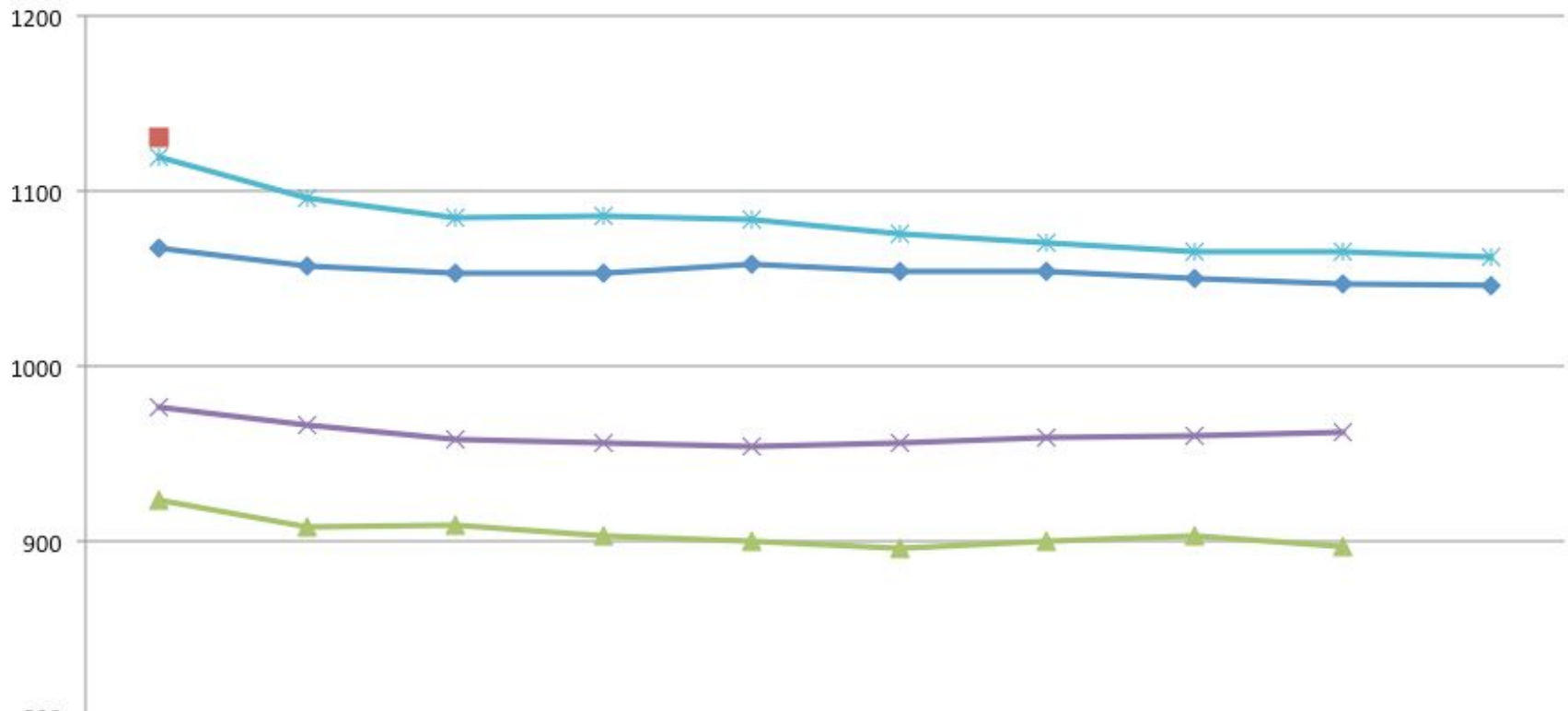
	September	October	November	December	January	February	March	April	May	June
2015-16	806	784	787	789	790	780	782	783	773	775
2016-17	883	878	877	869	867	862	861	858	857	
2017-18	679	665	659	682	680	661	671	666	665	666
2018-19	693	673	675	668	665	672	670	671	670	668
2019-20	664									

MOORHEAD AREA PUBLIC SCHOOLS
Monthly Enrollment
S.G. Reinertsen Elementary School



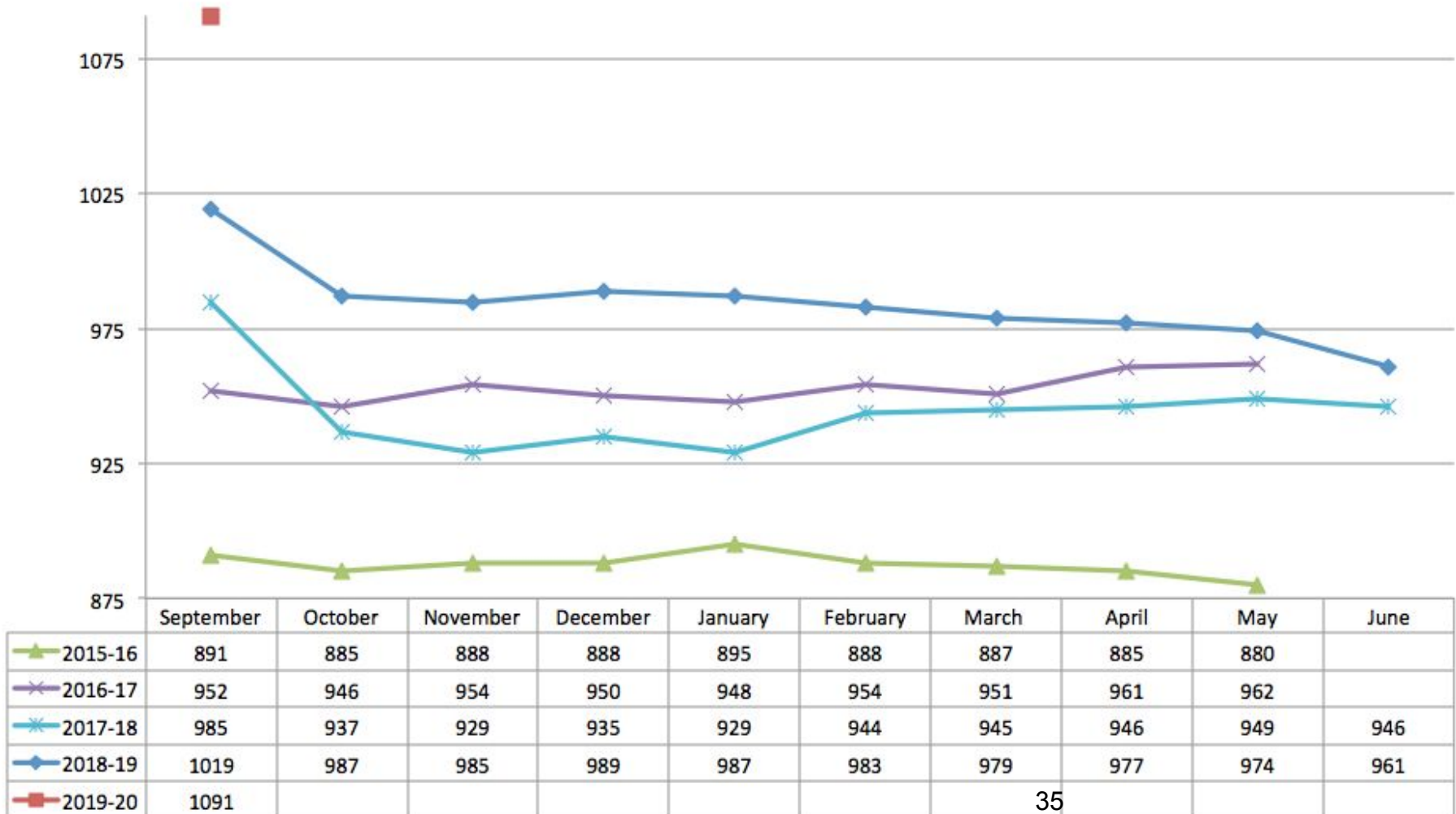
	September	October	November	December	January	February	March	April	May	June
2015-16	884	888	889	892	890	892	891	887	887	887
2016-17	935	934	939	946	941	933	933	930	930	
2017-18	685	684	675	679	675	679	682	691	697	694
2018-19	718	710	715	710	707	712	718	719	715	716
2019-20	768									

MOORHEAD AREA PUBLIC SCHOOLS Monthly Enrollment Horizon West Gr 5-6

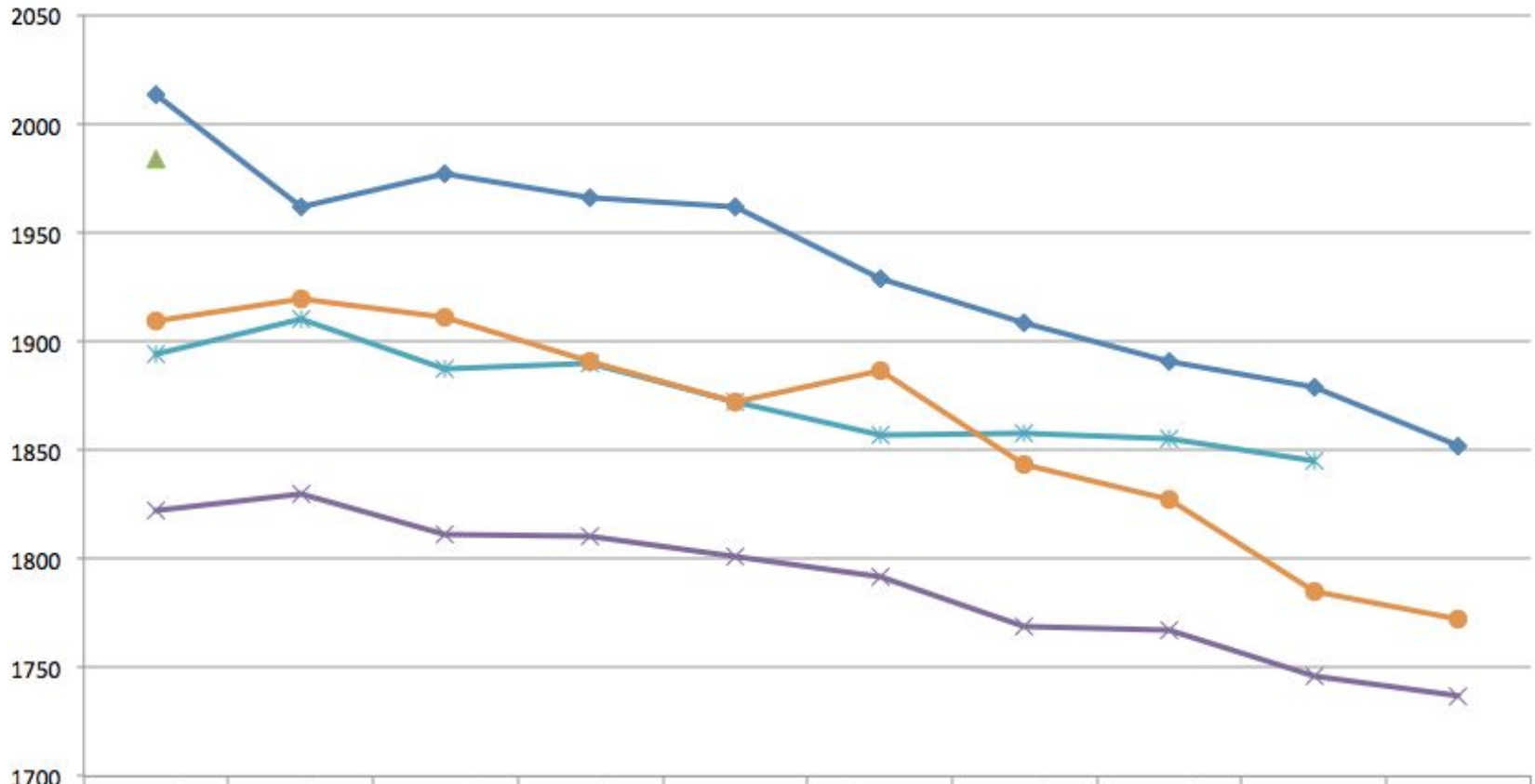


	September	October	November	December	January	February	March	April	May	June
2015-16	923	908	909	903	900	896	900	903	897	
2016-17	977	966	958	956	954	956	959	960	962	
2017-18	1067	1057	1053	1053	1058	1054	1054	1050	1047	1046
2018-19	1119	1096	1085	1086	1083	1075	1070	1065	1065	1062
2019-20	1130									

MOORHEAD AREA PUBLIC SCHOOLS Monthly Enrollment Horizon East Gr. 7-8

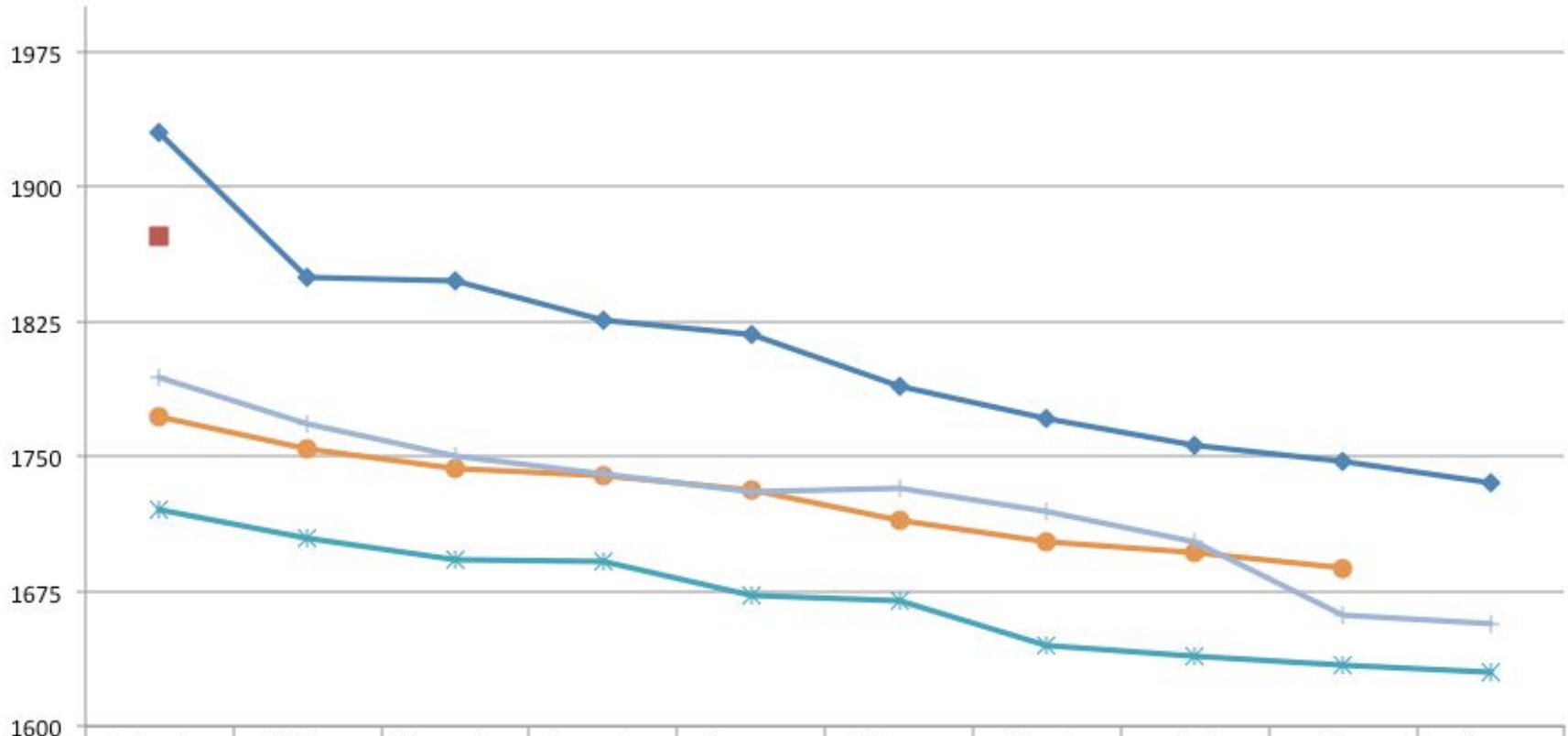


MOORHEAD AREA PUBLIC SCHOOLS Monthly Enrollment Grades 9-12 (Moorhead High School & Alternative Education Programs)



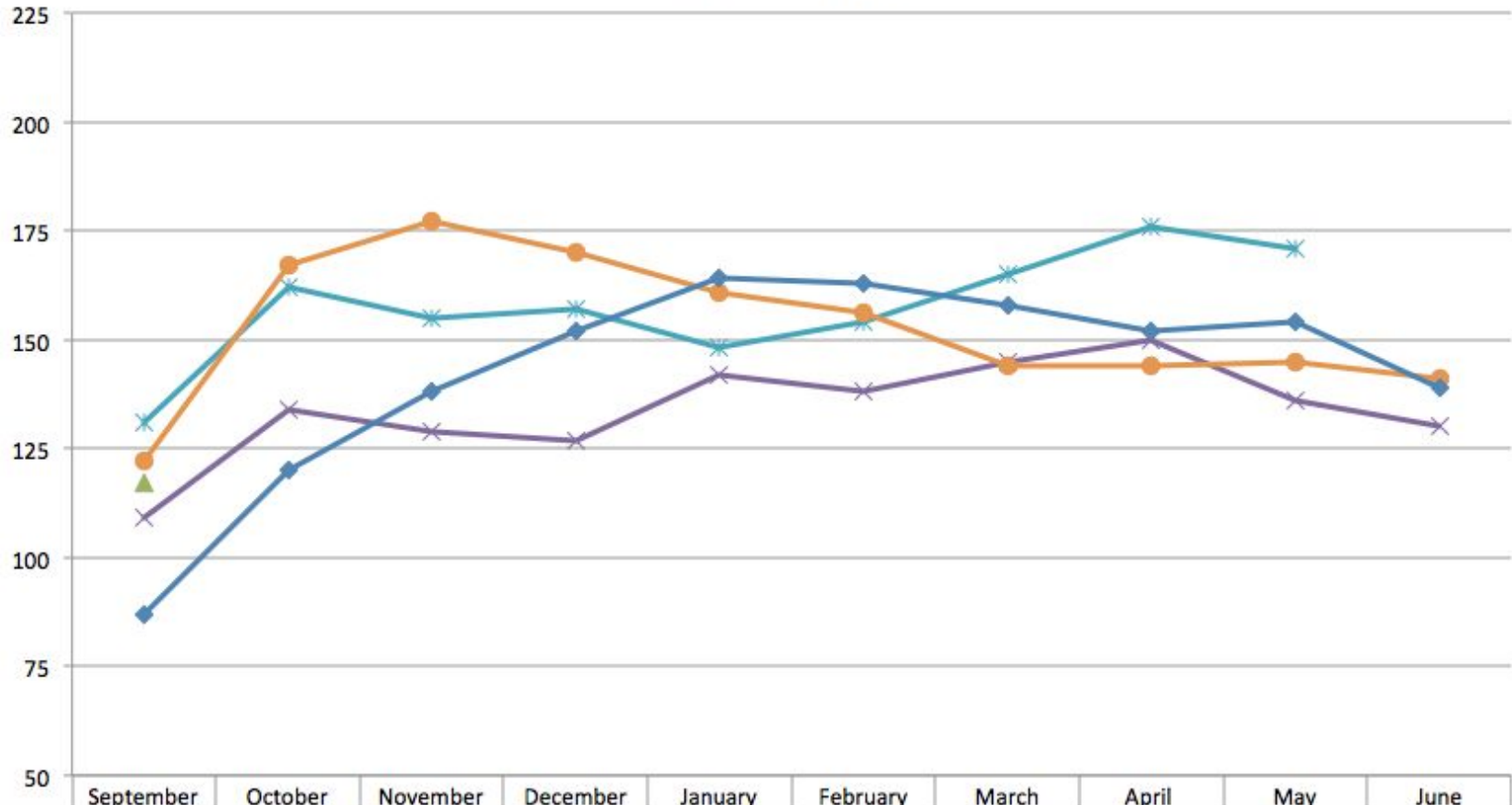
	September	October	November	December	January	February	March	April	May	June
2015-16	1822	1830	1811	1810	1801	1792	1769	1767	1746	1737
2016-17	1894	1910	1887	1890	1872	1857	1858	1855	1845	
2017-18	1909	1919	1911	1891	1872	1886	1843	1827	1785	1772
2018-19	2013	1962	1977	1966	1962	1929	1908	1891	1879	1852
2019-20	1884									

MOORHEAD AREA PUBLIC SCHOOLS Monthly Enrollment Moorhead High School



	September	October	November	December	January	February	March	April	May	June
2015-16	1720	1704	1693	1692	1673	1670	1645	1639	1634	1630
2016-17	1772	1754	1743	1739	1731	1714	1702	1697	1688	
2017-18	1794	1768	1750	1740	1730	1732	1719	1702	1662	1657
2018-19	1930	1849	1847	1826	1818	1789	1771	1756	1747	1735
2019-20	1872									

MOORHEAD AREA PUBLIC SCHOOLS Monthly Enrollment Alternative Education Programs



	September	October	November	December	January	February	March	April	May	June
2015-16	109	134	129	127	142	138	145	150	136	130
2016-17	131	162	155	157	148	154	165	176	171	
2017-18	122	167	177	170	161	156	144	144	145	141
2018-19	87	120	138	152	164	163	158	152	154	139
2019-20	117									



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

**Memo
OEDHRO.20.038R**

TO: Brandon M. Lunak, Superintendent
FROM: Kristin L. Dehmer, Executive Director of Human Resources and Operations
DATE: 8/29/2019
RE: Resolution Accepting Donations

Attached please find the resolution accepting donations. The School Board, pursuant to Minnesota Statutes 123B.02, Subd 6., gratefully accepts the following donations as identified below:

DONOR	ITEM	DESIGNATED PURPOSE
Cloud 9 Salon	Backpacks with Supplies	Supplies for students in need
Central Minnesota Credit Union	School Supplies and Monetary Donation	Supplies for students in need

Suggested Resolution: Move to accept the school supplies, backpacks, and monetary donation and direct administration to send a thank you.

Moved by:
Seconded by:
Comments:

KLD:tra

ATTACHMENTS:

Description	Type
☐ Resolution Accepting Donations	Cover Memo

RESOLUTION ACCEPTING DONATIONS

WHEREAS, Minnesota Statutes 123B.02, Subd. 6 provides: “The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education.” and

WHEREAS, Minnesota Statutes 465.03 provides: “Any city, county, school district or town may accept a grantor device of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.”; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members. Expressing such terms in full;

THEREFORE, BE IT RESOLVED, that the School Board of Moorhead Area Public Schools, ISD 152, gratefully accepts the following donations as identified below:

DONOR	ITEM	DESIGNATED PURPOSE
Cloud 9 Salon	Backpacks with Supplies	Supplies for students in need
Central Minnesota Credit Union	School Supplies	Supplies for students in need

The vote on the Adoption of the Resolution was as follows:

Voted in favor:

Voted against:

Absent:

By: _____
Chair

By: _____
Clerk



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

Memo

OEDHRO.20.045R

TO: Brandon Lunak, Superintendent
FROM: Kristin Dehmer, Executive Director of Human Resources and Operations
DATE: 9/3/2019
RE: 2019-2021 Food Service Agreement Settlement

A new two-year contract was successfully negotiated with the Dietary and Food Service Employees for the period of July 1, 2019 through June 30, 2021.

Language changes to the new contract were made to the following Articles of the contract:

<p>Article 6: Rates of Pay Remove Fair Share Language Update Certification Language Clarify Snow Day Language</p>
<p>Article 10: Group Insurance Add language previously addressed in an MOU Increase to district contribution to Health Insurance Increase to coverage amount for life insurance</p>
<p>Article 13: Miscellaneous Increase uniform allowance</p>
<p>Article 14: Grievance Procedure Update Language to reflect process</p>

The financial statement for the two-year contract is as follows:

Year	Cost	Percentage Increase
2019-2020	\$24,891.19	4.36%
2020-2021	\$12,889.78	2.16%

TOTAL	\$36,940.97	6.52%
-------	-------------	-------

Suggested Resolution: Move to approve the Dietary and Food Service Master Agreement for 2019-2021 as presented with the cost as follows:

Year	Cost	Percentage Increase
2019-2020	\$24,891.19	4.36%
2020-2021	\$12,889.78	2.16%
TOTAL	\$36,940.97	6.52%

Moved by:
 Seconded by:
 Comments:

KLD:kre



MOORHEAD
AREA PUBLIC SCHOOLS

**Human Resources and
Operations**

Memo

OEDHRO.19.043C

TO: Brandon M. Lunak, Superintendent

FROM: Kristin L. Dehmer, Executive Director of Human Resources and Operations

DATE: 9/3/2019

RE: Moorhead Sports Center Lease and Rink Operations Agreements

Please see the attached Lease Agreement and Rink Operations Agreement relating to the purchase of the Sports Center by Moorhead Area Public Schools from the City of Moorhead.

The City of Moorhead will continue to manage the Sports Center on behalf of the school district through the Rink Operations Agreement. Included for your information are the short term facility agreement, long-term facility agreement, and fee structure for rental that will be utilized.

The school district will lease office space to the Parks and Recreation Department free of charge for as long as the city requires office space and will operate the Sports Center. The 2.75 FTEs will remain City of Moorhead employees and wages/benefits will be paid by the district through the Rink Operations Agreement.

Suggested Resolution: Move to approve the Moorhead Sports Center Lease and Rink Operations Agreement as presented.

Moved by:
Seconded by:
Comments:

KLD:tra

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Rink Operation Agreement	Cover Memo
<input type="checkbox"/> Sports Center Lease Agreement	Cover Memo
<input type="checkbox"/> Sports Center Facility Use Agreement	Cover Memo
<input type="checkbox"/> Sports Center Short Term Facility Use Agreement	Cover Memo
<input type="checkbox"/> Sports Center Fees 2020	Cover Memo

RINK OPERATIONS AGREEMENT

BY AND BETWEEN
CITY OF MOORHEAD, MINNESOTA
AND
MOORHEAD AREA PUBLIC SCHOOLS, ISD #152

Dated as of July 1, 2019

Relating to:

An Agreement related to the management of rink operations at the Moorhead Sports Center.

This instrument was drafted by:
Ohnstad Twichell, P.C.
John T. Shockley
P.O. Box 458
West Fargo, North Dakota 58078

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SIGNATURE PAGES **S-1 THROUGH S-2**

RINK OPERATIONS AGREEMENT

THIS RINK OPERATIONS AGREEMENT (the “Agreement”) is made effective as of the 1st day of July, 2019 (the “Effective Date”), by and between CITY OF MOORHEAD, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (“City”), and MOORHEAD AREA PUBLIC SCHOOLS, ISD #152, an independent school district of the State of Minnesota (“School District”).

WHEREAS, the City formerly owned the all-purpose and recreation building commonly known as the Moorhead Sports Center; and

WHEREAS, by way of the Purchase Agreement, the City sold the Moorhead Sports Center to the School District; and

WHEREAS, although the City has now sold the Moorhead Sports Center to the School District, the School District desires that the City continue operating the Rink; and

WHEREAS, the City and the School District desire to enter into this Agreement to set forth the roles and responsibilities pertaining to such operation.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the School District and the City agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS. All capitalized terms used and not otherwise defined herein shall have the meanings given to them in this Agreement and as defined in this Section unless a different meaning clearly applies from the context.

“Applicable Law” means, collectively, the Constitutions of the United States and the State, all common law and principles of equity, and all federal, State, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations and permits of, and agreements with, any governmental authority, and, with respect to any person, the articles of incorporation, bylaws, or other organizational or governing documents of such person, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to (a) the City, (b) the School District, or (c) this Agreement.

“Best Efforts” means acting in Good Faith, acting in accordance with generally accepted commercial practices, and using reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with Applicable Law.

“City” means the City of Moorhead, Minnesota, a municipal corporation and political subdivision of the State of Minnesota.

“City Representative” means the individual identified in Section 14.05 hereof.

“Good Faith” means the observance of reasonable commercial standards of fair dealing in a given trade or business.

“Lease Agreement” means the Lease Agreement, dated July 1, 2019, by and between the City and the School District for the lease of the Moorhead Sports Center by the City from the School District.

“Loss” means the City has suffered a net loss during its administration of agreements with vendors and lessees of the Moorhead Sports Center and skate sharpening.

“Moorhead Sports Center” means the all-purpose and recreation building commonly known as the Moorhead Sports Center constructed on Lot 1, Block 2, of the Moorhead Senior High School 2nd Addition to the City of Moorhead, Clay County, Minnesota.

“Party” means either the City or the School District, as the context may require, and its respective legal representatives, successors, and permitted assigns, and whenever a reference in this Agreement is made to any Parties hereto, **“Parties”** means the City and the School District, collectively, and their respective legal representatives, successors, and permitted assigns.

“Profit” means the City has received a net profit from its administration of agreements with vendors and lessees of the Moorhead Sports Center and skate sharpening.

“Purchase Agreement” means the Purchase Agreement, dated July 1, 2019, by and between the City and the School District for the purchase of the Moorhead Sports Center by the School District from the City.

“Rink” means both the north and south ice rinks located within the Moorhead Sports Center.

“School District” means Moorhead Area Public Schools, ISD #152, an independent school district of the State of Minnesota.

“School District Representative” means the individual identified in Section 14.05 hereof.

“Services” means as defined in Section 3.01 hereof.

“State” means the State of Minnesota.

“Winter Months” means October, November, December, January, February, March, and April.

Section 1.02 INTERPRETATION.

(a) The headings of Articles and Sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Agreement. Any and all exhibits to this Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person’s permitted assigns, (iii) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Agreement, and (v) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to and including.”

(b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it or because that Party relies on a provision of this Agreement to protect itself. The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm’s length and careful negotiation, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

**ARTICLE II.
ENGAGEMENT**

Section 2.01 ENGAGEMENT. The School District hereby engages the City as its agent to operate the Rink in accordance with the terms and conditions hereof. The City hereby accepts such engagement as the operator of the Rink during the term of this Agreement.

**ARTICLE III.
AUTHORITY AND OBLIGATIONS**

Section 3.01 SERVICES. For the benefit of the School District and in performance of this Agreement, the City shall perform the following specific responsibilities (collectively referred to as “Services”):

- (a) Oversee operations of the Rink and attend all events held at the Rink or be readily available for users of the Rink;
- (b) Manage the scheduled use of the Rink, including by the School District and lessees and for public skating;
- (c) Operate the concession stand and skate sharpening at the Rink;
- (d) Operate the vending machines at the Moorhead Sports Center in accordance with ISD#152 wellness policy;
- (e) Coordinate and conduct setup at the Rink prior to an event and cleanup of the Rink following an event;
- (f) Respond to facility issues at the Rink and coordinate with the School District as necessary;
- (g) Secure security personnel, as necessary, for events held at the Rink and work with such security personnel as directed;
- (h) Secure emergency medical personnel, as necessary, for events held at the Rink and work with such emergency medical personnel as directed;
- (i) Enter, manage, and administer any contracts with vendors or lessees for the Moorhead Sports Center and the Rink, including for advertising;
- (j) Provide equipment, as necessary, for events at the Rink; and
- (k) Attend meetings at the request of the School District upon reasonable notice of the same.

Section 3.02 EXTRA SERVICES. The School District reserves the right to request that the City perform services in addition to the Services set forth in Section 3.01. Prior to requesting that the City perform additional services, the School District and the City will engage to determine whether performance of the additional services necessitates additional compensation, fees, or benefits. The City may deny the request to perform additional services if the School District and the City are unable to agree upon whether additional compensation, fees, or benefits are warranted.

Section 3.03 EMPLOYEES. To perform general Rink operations outlined in this Agreement, the City may employ two (2) full-time employees year-round and one (1) part-time employee during the Winter Months (0.75 FTE). Further, the City will employ part-time employees to operate the concession stand at the Rink and will employ part-time employees to perform cleanup at the Rink following an event. Any and all employees hired by the City to perform any Services outlined herein will be City employees, not School District employees, and will report to the City.

Section 3.04 ANNUAL EMPLOYEE BUDGET. The City, no later than May 1 of each year, shall submit a budget to the School District for the subsequent calendar year outlining the anticipated salaries and benefits to be received by City employees employed in accordance with Section 3.03 hereof.

Section 3.05 REVENUES AND EXPENSES. The City will collect revenues from vendors and lessees, will pay expenses for vendors and lessees, and will prepare a ledger for the School District showing such revenues and expenses. Revenues and expenses will be considered in the City's management fee discussed in Section 6.01 hereof as a part of a Profit or Loss.

Section 3.06 ADVERTISING. The City will secure advertising for the dasher boards of the Rink and for the Zambonis (unless otherwise outlined in contracts with lessees). The City will coordinate all advertising with the School District. The City will collect revenues from advertising, will pay any expenses for advertising, and will include such revenues and expenses in its ledger for the School District. Revenues and expenses will be considered in the City's management fee discussed in Section 6.01 hereof as a part of a Profit or Loss.

Section 3.07 SUPPLIES AND PRODUCTS. The City will be responsible for providing any office supplies needed for performing the Services outlined in this Agreement and for providing products for the concession stand and vending machines. Upon the expiration of the Beverage Agreement described in Section 4.01, the City may enter into other agreements to secure products for the concession stand and vending machines. The School District will be responsible for providing any other supplies or equipment needed to operate the Rink. If the City desires to secure any new or replacement equipment for the Rink, it shall seek the express written consent from the School District, and the School District will be responsible for financing such equipment and any other facility-related expenses.

Section 3.08 MAILING ADDRESS. The City will maintain its own mailing address at the Moorhead Sports Center to facilitate the Services outlined under this Agreement.

Section 3.09 CITY ICE TIME. The City may reserve up to 405 hours of ice time at the Rink annually at an hourly rate of \$110.00. The City shall pay the School District on a monthly basis for ice time used in the previous month. The hourly rate shall adjust upon the mutual agreement of the City and School District from time to time.

ARTICLE IV. VENDORS AND LESSEES

Section 4.01 VENDORS AND LESSEES. As of the Effective Date, the City holds the following agreements with vendors and lessees of the Moorhead Sports Center and the Rink. The City will remain a party to such agreements and will enter any new agreements with vendors or lessees of the Moorhead Sports Center or the Rink. The City will require that any vendor or lessee include the School District as an additional insured in agreements entered following the Effective Date.

- (a) Lease with Concordia College, Moorhead, Minnesota;
- (b) Lease with Burggraf Skating Skills, Inc. (dry floor);
- (c) Lease with Burggraf Skating Skills, Inc. (summer ice);
- (d) Red River Valley Figure Skating International Classic;
- (e) Red River Valley Figure Skating / Summer / Fall;
- (f) Zamboni Advertising Agreement with LaHaise Management, LLC;
- (g) Zamboni Advertising Agreement with Hornbachers; and
- (h) Beverage Agreement with Bottling Group, LLC.

Section 4.02 LEASES. As part of managing operations for the Rink, the City will be responsible for engaging with potential lessees. The City will provide standard lease agreements on behalf of the School District, in a form acceptable to the School District, to potential lessees and will enter and administer these agreements with lessees. The standard lease agreements will set parameters as to whom may lease the Rink through each standard lease agreement. The School District is not precluded from also engaging with potential lessees; however, prior to booking a date for an event, the School District must coordinate with the City for scheduling and the City will enter the agreement with the lessee.

Section 4.03 VENDING MACHINES. As set forth herein, the City will enter the agreements to secure products for the vending machines at the Moorhead Sports Center. The City will be entitled to receipt of the proceeds from the vending machines, but the School District will control the operating hours of the vending machines.

ARTICLE V. SECURITY

Section 5.01 SECURITY. The School District will be responsible for the security system of the Rink and of the Moorhead Sports Center. The School District will provide fob access to the City on or prior to the Effective Date.

ARTICLE VI. COMPENSATION AND REVENUE

Section 6.01 SEMI-ANNUAL MANAGEMENT FEE. By the third day of July and January each year, the School District shall pay a management fee to the City for the performance of Services for the upcoming 6-month period. The amount of the management fee will be based upon the amount submitted by the City in the annual employee budget, with the annual employee budget figure divided by two (2). If the City has received any Profits, as outlined in Section 6.04, the School District may subtract that amount from the next management fee. If the City has suffered a Loss, as outlined in Section 6.04, the School District will add that amount to the next management fee.

Section 6.02 FINANCIAL RECORDS AND AUDIT. The City must keep financial records, including time cards, payrolls, and material records, for all compensation and benefits paid to the employees described in Section 3.03, and the ledger of revenues and expenses as described in Sections 3.05 and 3.06, and all such records will be available to the School District for review and audit at all reasonable times. The ability of the School District to audit the City's records will extend for a period of two (2) years from the date final payment has been received by the City.

Section 6.03 ANNUAL OPERATING BUDGET. Prior to May 1, the School District and the City shall engage to create an annual operating budget for the subsequent calendar year for the Rink. The School District and the City shall include the annual employee budget provided by the City pursuant to Section 3.04 in the annual operating budget.

Section 6.04 PROFITS AND LOSSES. Except as otherwise provided herein, all Profits generated from the Rink, including any funds received from vendors, lessees, or advertising, will belong to the City. Any Profits in excess of the City's semi-annual monthly management fee will belong to the School District. Prior to the last day of December and June each year, the City will provide a written report to the School District outlining Profits received, or a Loss suffered, by the City.

Section 6.05 OTHER FEES AND EXPENSES. The City shall not be entitled to, nor shall it receive, any compensation, fees, or expenses from the School District for its performance of the Services other than the compensation and profits outlined herein.

Section 6.06 BENEFITS. The City shall not be entitled to, nor shall it receive, any benefits from the School District for its performance of the Services.

ARTICLE VII. MAINTENANCE

Section 7.01 MAINTENANCE. The School District will be responsible for performing all maintenance at the Rink and for all costs and expenses related to such. If the City becomes aware of any needed maintenance, it will notify the School District. The School District's maintenance responsibilities including mowing and snow removal. The City will clean all internal areas of the Moorhead Sports Center except the School District will be responsible for janitorial services for the wrestling room, weightlifting room, and the art room.

**ARTICLE VIII.
HANDBACK**

Section 8.01 TRANSITION PLAN. During the final six (6) months of the Term or of any renewal or extension period, the City and the School District will engage in discussions to develop a transition plan to assure the orderly transition of operations of the Rink from the City to the School District or its designee. The Parties will then diligently implement such transition plan.

**ARTICLE IX.
REPRESENTATIONS AND WARRANTIES**

Section 9.01 SCHOOL DISTRICT REPRESENTATIONS AND WARRANTIES. The School District hereby represents and warrants the following to the City:

(a) The School District has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;

(b) Each person executing this Agreement has been or at such time will be duly authorized to execute such document on behalf of the School District;

(c) Neither the execution and delivery by the School District of this Agreement, nor the consummation of the transactions contemplated hereby, is in conflict with or will result in a default under or violation of (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any Applicable Law, where such violation will have a materially adverse effect on the ability of the School District to perform its obligations under this Agreement;

(d) There is no action, suit, proceeding, investigation, or litigation pending and served on the School District which challenges the School District's authority to execute, deliver, or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the School District officials executing this Agreement, and the School District has disclosed to the City any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which the School District is aware;

(e) This Agreement has been duly authorized, executed, and delivered by the School District and constitutes a valid and legally binding obligation on the School District, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity; and

(f) The School District has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement.

Section 9.02 CITY REPRESENTATIONS AND WARRANTIES. The City hereby warrants and represents the following to the School District:

(a) The City has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;

(b) Each person executing this Agreement has been or at such time will be duly authorized to execute each such document on behalf of the City;

(c) Neither the execution and delivery by the City of this Agreement, nor the consummation of the transaction contemplated hereby, is in conflict with or will result in a default under or violation of (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any Applicable Law, where such violation will have a materially adverse effect on the ability of the City to perform its obligations under this Agreement.

(d) There is no action, suit, proceeding, investigation, or litigation pending and served on the City which challenges the City's authority to executive, deliver, or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the City officials executing this Agreement, and the City has disclosed to the School District any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which the City is aware;

(e) This Agreement has been duly authorized, executed, and delivered by the City and constitutes a valid and legally binding obligation on the City, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity; and

(f) The City has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement.

ARTICLE X. INSURANCE AND INDEMNIFICATION

Section 10.01 CITY INDEMNIFICATION. The City agrees to and shall indemnify the School District and hold the School District harmless against any and all claims and demands arising from the negligence of the City, its officers, agents, invitees, and/or employees, as well as those arising from the City's failure to comply with any covenant of this Agreement on the City's part to be performed, and shall, at the City's expense, defend the School District against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the School District in any such suit or action.

Section 10.02 SCHOOL DISTRICT INDEMNIFICATION. The School District agrees to and shall indemnify the City and hold the City harmless against any and all claims and demands arising from the negligence of the School District, its officers, agents, invitees, and/or

employees, as well as those arising from the School District's failure to comply with any covenant of this Agreement on the School District's part to be performed, and shall, at the School District's expense, defend the City against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the City in any suit or action.

Section 10.03 CITY INSURANCE. The City, at its own expense, at all times during the term of this Agreement, will maintain, keep in effect, furnish, and deliver to the School District liability insurance policies in form and with an insurer satisfactory to the School District, insuring both the School District and the City against all liability for damages to person or property in or about the Rink. The amount of said liability insurance shall not be less than \$1,000,000 for bodily injury or property damage to any one (1) person and \$2,000,000 for total injuries or damages arising from any one (1) occurrence.

Section 10.04 SCHOOL DISTRICT INSURANCE. The School District, at its own expense, is responsible for securing its own liability and property insurance.

Section 10.05 NO WAIVER OR STACKING. Nothing in this Agreement shall constitute a waiver by the City or the School District of the statutory limits of liability set forth in Minn. Stat. § 466.04 or a waiver of any available immunities or defenses. An obligation to indemnify, hold harmless, and defend shall also be limited by the limitations on liability set forth in Minn. Stat. § 466.04. Additionally, the limitations on liability for the City and the School District shall not be added together or stacked to increase the maximum amount of liability.

ARTICLE XI. DEFAULT AND REMEDIES

Section 11.01 CITY DEFAULT. The occurrence of any one or more of the following events will constitute a default by the City pursuant to this Agreement:

(a) Any representation or warranty made by the City is false or misleading in any material respect on the date made and a materially adverse effect upon the School District's rights and obligations under the Agreement results therefrom, and such circumstances continue without cure for a period of ninety (90) calendar days following the date the School District delivers written notice thereof to the City, or as agreed upon by the Parties, with cure regarded as complete only when the adverse effects are remedied;

(b) The City fails to comply with, perform, or observe any material obligation, covenant, agreement, term, or condition in this Agreement which failure materially and adversely affects the School District's rights or obligations under this Agreement and such failure continues without cure for a period of ninety (90) calendar days following the date the School District delivers written notice thereof to the City (giving particulars of the failure in reasonable detail), or as agreed upon by the Parties; or

(c) The City fails to maintain, or cause to be maintained, the insurance policies as and when required pursuant to this Agreement for the benefit of relevant parties, or fails to comply with any requirement of this Agreement pertaining to the amount, terms, or coverage of the same

and such failure continues without cure for a period of thirty (30) calendar days following the date the School District delivers written notice thereof to the City.

Section 11.02 SCHOOL DISTRICT DEFAULT. The occurrence of any one or more of the following events will constitute a default by the School District pursuant to this Agreement:

(a) Any representation or warranty made by the School District is false or misleading in any material respect on the date made and a materially adverse effect upon the City's rights and obligations under the Agreement results therefrom, and such circumstances continue without cure for a period of ninety (90) calendar days following the date the City delivers written notice thereof to the School District notice thereof, or as agreed upon by the Parties, with cure regarded as complete only when the adverse effects are remedied; or

(b) The School District fails to comply with, perform, or observe any material obligation, covenant, agreement, term, or condition in this Agreement which failure materially and adversely affects the City's rights or obligations under this Agreement and such failure continues without cure for a period of ninety (90) calendar days following the date the City delivers written notice thereof to the School District (giving particulars of the failure in reasonable detail), or as agreed upon by the Parties.

Section 11.03 REMEDIES. Upon the occurrence of a default by either Party under this Section, the non-defaulting Party may give the defaulting Party notice declaring the defaulting party in default and may do any or all of the following in its discretion:

- (a) Terminate this Agreement to the extent provided in Article XII; and
- (b) Exercise any other right and remedies provided for hereunder or under Applicable Law.

ARTICLE XII. TERM AND TERMINATION

Section 12.01 TERM. This Agreement shall take effect on the Effective Date and shall remain in effect for a period of five (5) years (the "Term"). The Parties may extend or renew this Agreement in their discretion. At least six (6) months prior to the expiration of the Term, the Parties shall engage in Good Faith negotiations to consider an extension or renewal.

Section 12.02 TERM EXPIRATION. Except as otherwise indicated herein, this Agreement will terminate upon expiration of the Term or any renewal or extension thereto. Either City of School District may terminate this Agreement with six (6) months written notice to the other party. Upon delivery of such written termination notice, the parties shall implement the transition plan specified in Section 8.01.

Section 12.03 TERMINATION FOR DEFAULT. Subject to the provisions of this Agreement, at any time after the occurrence of a default and failure to cure by either Party, the non-defaulting Party may terminate this Agreement with thirty (30) days written notice. The non-defaulting Party must deliver a written notice of intent to terminate this Agreement.

Section 12.04 AGREEMENT. The Parties may agree, in writing, to terminate this Agreement.

Section 12.05 CASUALTY OR FIRE. In the event of the destruction of the Moorhead Sports Center by fire or other casualty, either Party may terminate this Agreement as of the date of said fire or casualty; provided, however, that in the event any damage to the Moorhead Sports Center by fire or other casualty is greater than fifty percent (50%) of the value of the Moorhead Sports, the School District may or may not elect to repair the Moorhead Sports Center. The School District will provide written notice to the City of its election of whether to repair within fifteen (15) calendar days after the occurrence of said damage. If said notice is not provided by within said period, the School District will be deemed to have elected not to repair. In the event the School District elects not to repair the Moorhead Sports Center, this Agreement will terminate on the date of said damage. If the Moorhead Sports Center is not damaged to the above-provided extent or if so damaged and the School District elects to repair, then the School District shall proceed to repair the Moorhead Sports Center as quickly as reasonably possible. The City agrees to vacate any part of the Moorhead Sports Center upon request by the School District during the time period the School District needs to make any necessary repairs.

ARTICLE XIII. DISPUTE RESOLUTION

Section 13.01 INTENT AND PROCEDURE. The City and the School District will cooperate and use their Best Efforts to ensure that the various provisions of this Agreement are fulfilled. The City and the School District agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally, the Parties will utilize the following procedure.

Section 13.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator or, if an agreement cannot be reached within ten (10) calendar days, each Party shall propose three (3) mediators trained in civil mediation, for a total of six (6) mediators, from the Minnesota Statewide ADR-Rule 114 Neutrals Roster, and the Parties shall select a mediator by alternatively striking names until one (1) remains. The City shall strike the first name, followed by the School District, until one (1) remains. Each Party will equally share in the costs for mediation services.

Section 13.03 LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to Section 12.02, either Party may choose to litigate the matter.

Section 13.04 VENUE. All litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in a court of competent jurisdiction in Clay County, Minnesota, which will have exclusive jurisdiction and venue.

Section 13.05 WAIVER OF JURY TRIAL. The Parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights that any may have to a trial by jury with respect to any action, proceeding, counterclaim, or defense based on this Agreement, or arising out of, under, or in any connection with this Agreement, or with respect to any course of conduct, course of dealing, statements (whether oral or written) or actions of any party hereto relating to this Agreement. This provision is a material inducement for all Parties entering into this Agreement. This provision applies only to suits between the Parties and does not apply to third party claims or suits.

ARTICLE XIV. MISCELLANEOUS

Section 14.01 SUCCESSORS AND ASSIGNS. The Parties agree that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties in accordance with the terms and conditions of this Agreement and any Applicable Law. No assignment of any interest of a Party pursuant to this Agreement may be made without the express written consent of the other Party.

Section 14.02 AMENDMENTS. This Agreement, or any part thereof, may be amended, modified, or waived only by a written instrument duly executed by the Parties, specifying with particularity the nature and extent of such amendment, modification, and waiver.

Section 14.03 WAIVER. The failure or delay of any Party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement or the right to enforce each and every term of this Agreement.

Section 14.04 INDEPENDENT CONTRACTOR; NO JOINT VENTURE OR PARTNERSHIP.

(a) The City is an independent contractor, and nothing contained in this Agreement shall be construed as constituting any relationship with the School District other than that of operator and independent contractor.

(b) Both Parties, in performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers, or associations of one another. Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture, or similar relationship between the School District and the City. In no event shall either Party take a position on any tax return or other writing of any kind that a partnership, joint venture, or similar relationship exists.

(c) In no event shall the relationship between the School District and the City be construed as creating any relationship whatsoever between the School District's and the City's employees or agents. Neither the City nor any of its employees or agents is or shall be deemed an employee or agent of the School District. Except as otherwise specified in this Agreement, the City has the sole authority and responsibility to employ, discharge, and otherwise control its employees and has complete and sole responsibility as a principal for its agents.

Section 14.05 AUTHORIZED REPRESENTATIVES.

(a) The School District and the City each hereby designates the following individual as its initial representative to administer this Agreement on its respective behalf:

(1) School District Representative: Kristin Dehmer
Executive Director of Human
Resources and Operations
Moorhead Area Public Schools
2410 14th Street South
Moorhead, Minnesota 56560
kdehmer@moorheadschoools.org
(218) 284-3300

(2) City Representative: _____

(b) The representatives will be reasonably available to each other during the term of this Agreement and will have the authority to issue instructions and other communications on behalf of the School District and the City, respectively, and will be the recipients of notices and other communications from the other Party pursuant to this Agreement. Such representatives, however, will not have the authority to make decisions or give instructions binding on the School District or the City, except to the extent expressly authorized by the School District or the City, as the case may be.

Section 14.06 NOTICE.

(a) All notices under this Agreement shall be in writing and (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by recognized overnight mail or courier services, with delivery receipt requested; or (iv) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses.

(b) All notices to the School District shall be marked as regarding the Moorhead Sports Center and shall be delivered to the following address or as otherwise directed by the School District Representative:

Moorhead Area Public Schools
Attn: Kristin Dehmer
Executive Director of Human Resources and Operation
2410 14th Street South
Moorhead, Minnesota 56560

(c) All notices to the City shall be marked as regarding the Moorhead Sports Center and shall be delivered to the following address or as otherwise directed by the City Representative:

City of Moorhead
P.O. Box 779
Moorhead, Minnesota 56561

(d) Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 4:00 p.m. CDT and all other notices received after 5:00 p.m. CDT shall be deemed received on the first calendar day following delivery.

Section 14.07 NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement is intended or will be construed as creating or conferring any right, benefit, or remedies upon, or creating any obligations of the Parties hereto toward, any person or entity not a Party to this Agreement, except those rights expressly contained herein.

Section 14.08 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 14.09 SEVERABILITY. If any term or provision of this Agreement or any application thereof to any person or circumstances shall to any extent be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

Section 14.10 COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 14.11 ENTIRE AGREEMENT. This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof, and this Agreement supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to the subject matter.

Section 14.12 FORCE MAJEURE. Neither Party will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; or any act of terrorism. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

IN WITNESS WHEREOF, the City and the School Board caused this Agreement to be executed.

(Remainder of page intentionally left blank.)

Signature Page for the City of Moorhead

The governing body of the City of Moorhead approved this Agreement on the _____ day of _____, 2019.

CITY OF MOORHEAD, MINNESOTA, a
Minnesota municipal corporation and
political subdivision

By: _____
Johnathan R. Judd, Mayor

By: _____
Christina M. Volkers, City Manager

ATTEST:

DRAFT

Signature Page for the Moorhead Area Public Schools, ISD #152

MOORHEAD AREA PUBLIC SCHOOLS,
ISD #152, a Minnesota independent school
district

By: _____
Brandon M. Lunak, Superintendent

3740822.2

DRAFT

LEASE AGREEMENT

BY AND BETWEEN
CITY OF MOORHEAD, MINNESOTA
AND
MOORHEAD AREA PUBLIC SCHOOLS, ISD #152

Dated as of July 1, 2019

Relating to:
An Agreement relating to the lease of the Moorhead Sports Center.

This instrument was drafted by:
Ohnstad Twichell, P.C.
John T. Shockley
P.O. Box 458
West Fargo, North Dakota 58078

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Agreement”) is made effective as of the 1st day of July, 2019 (the “Effective Date”), by and between CITY OF MOORHEAD, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (“City”), and MOORHEAD AREA PUBLIC SCHOOLS, ISD #152, an independent school district of the State of Minnesota (“School District”).

WHEREAS, the City formerly owned the all-purpose sports and recreation building commonly known as the Moorhead Sports Center; and

WHEREAS, by way of the Purchase Agreement, the City sold the Moorhead Sports Center to the School District; and

WHEREAS, although the City has now sold the Moorhead Sports Center, it desires to continue leasing a portion of the building from the School District; and

WHEREAS, the City and the School District desire to enter into this Agreement to set forth the roles and responsibilities pertaining to such lease.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, the City and the School District agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS. All capitalized terms used and not otherwise defined herein shall have the meanings given to them in this Agreement and as defined in this Section unless a different meaning clearly applies from the context.

“**Applicable Law**” means, collectively, the Constitutions of the United States and the State, all common law and principles of equity, and all federal, State, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any governmental authority charged with the enforcement, interpretation, or administration thereof, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations and permits of, and agreements with, any governmental authority, and, with respect to any person, the articles of incorporation, bylaws, or other organizational or governing documents of such person, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to (a) the City, (b) the School District, or (c) this Agreement.

“Best Efforts” means acting in Good Faith, acting in accordance with generally accepted commercial practices, and using reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with Applicable Law.

“City” means the City of Moorhead, Minnesota, a municipal corporation and political subdivision of the State of Minnesota.

“City Representative” means the individual identified in Section 10.05 hereof.

“Coaches Office (1)” means a ninety (90) square foot office, identified as (1) on Exhibit A.

“Comparable Size” means no less than five percent (5%) smaller, but any size larger, than a current size.

“Conference Room (3)” means a three hundred twenty (320) square foot conference room, identified as (3) on Exhibit A.

“Customer Service Office (2)” means a seven hundred forty six (746) square foot mixed use customer service area with storage room, identified as (2) on Exhibit A.

“Good Faith” means the observance of reasonable commercial standards of fair dealing in a given trade or business.

“Good Industry Practice” means the industry practices and services that would be exercised by a prudent and experienced contractor, operator, or maintenance provider engaged in the same kind of undertakings and under similar circumstances.

“Leased Spaces” means the Coaches Office (1), the Customer Service Office (2), the Conference Room (3), Office (4), Office (5), Storage Room (6), Storage Room (7), Storage Room (8), Storage Room (9), and the Rink Operations Office (10), collectively.

“Moorhead Sports Center” means the all-purpose and recreation building commonly known as the Moorhead Sports Center constructed on Lot 1, Block 2, of the Moorhead Senior High School 2nd Addition to the City of Moorhead, Clay County, Minnesota.

“Office (4)” means a one hundred thirty seven (137) square foot office, identified as (4) on Exhibit A.

“Office (5)” means a one hundred thirty six (136) square foot office, identified as (5) on Exhibit A.

“Parking Lot” means the parking lot located on the north side of the Moorhead Sports Center.

“Party” means either the City or the School District, as the context may require, and its respective legal representatives, successors, and permitted assigns, and whenever a reference in

the Agreement is made to any Parties hereto, **“Parties”** means the City and the School District, collectively, and their respective legal representatives, successors, and permitted assigns.

“Property” means Lot 1, Block 2, of the Moorhead Senior High School 2nd Addition to the City of Moorhead, Clay County, Minnesota.

“Purchase Agreement” means the Purchase Agreement by and between the City and the School District, dated July 1, 2019, in which the School District purchased the Moorhead Sports Center from the City.

“Right” means as defined in Section 2.01 hereof.

“Rink Operations Office (10)” means a one hundred (100) square foot office, identified as (10) on Exhibit A.

“School District” means Moorhead Area Public Schools, ISD #152, an independent school district of the State of Minnesota.

“School District Representative” means the individual identified in Section 10.05 hereof.

“State” means the State of Minnesota.

“Storage Room (6)” means a ninety two (92) square foot storage room, identified as (6) on Exhibit A.

“Storage Room (7)” means a four hundred five (405) square foot storage room, identified as (7) on Exhibit A.

“Storage Room (8)” means a ninety nine (99) square foot storage room, identified as (8) on Exhibit A.

“Storage Room (9)” means a ninety nine (99) square foot storage room, identified as (9) on Exhibit A.

Section 1.02 INTERPRETATION.

(a) The headings of Articles and Sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Agreement. Any and all exhibits to this Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended,

supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person's permitted assigns, (iii) the words "herein," "hereof," and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Agreement, and (v) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including."

(b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it or because that Party relies on a provision of this Agreement to protect itself. The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

ARTICLE II. GRANT OF RIGHT; TERM

Section 2.01 GRANT OF RIGHT. Subject to the terms and conditions of this Agreement, the School District hereby grants to the City the exclusive right, and the City accepts such right and acknowledges its obligation, to use the Leased Spaces (the "Right").

Section 2.02 QUIET POSSESSION AND ENJOYMENT.

(a) The School District covenants and agrees that, except as otherwise provided herein, the City will, at all times during the Agreement, be entitled to, and will have, the quiet possession and enjoyment of the Leased Spaces and be entitled to hold this Agreement and exercise the rights granted to the City under this Agreement, subject to the exercise of the School District of its rights under the Agreement. The School District will, at all times during this Agreement, defend (i) the School District's title or real property interest in the Property, and (ii) the Right and any related rights the School District grants to the City hereunder, or any portion thereof, in each case against any Person claiming any interest adverse to the School District or the City in the Property, or any portion thereof, except where such adverse interest arises as a result of an act or omission of the City in breach of the provisions of this Agreement or the negligence, misconduct, or violation of Applicable Law by the City.

(b) Notwithstanding the foregoing, the City acknowledges and understands that such right of quiet enjoyment to each part of the Leased Spaces is subject to and (where relevant) shall not affect:

- (1) The state and condition of each part of the Leased Spaces;
- (2) Any access rights of the School District to the Leased Spaces that are set out in this Agreement;
- (3) Any present or future rights of access to the Leased Spaces granted by the School District to utility owners or third parties; provided, however, that the School District may not grant future rights of access solely for the purpose of frustrating the City's use of the Leased Spaces; and
- (4) The rights, including rights of access, granted to the School District, its agents, and its employees, agents, consultants, and contractors, and to other persons under any agreement or contract entered into between the School District and the City.

Section 2.03 COLLABORATIVE NATURE. Both Parties agree to cooperate in the fulfillment of the purposes and intent of this Agreement. No Party shall be under any obligation to perform the other Party's obligations under this Agreement.

Section 2.04 NATURE OF INTERESTS. The City's rights pursuant to this Agreement are limited to those set forth in this Agreement. The Agreement does not grant to the City any fee title, easement, or other real property interest of any kind or to the Moorhead Sports Center or the Property except as set forth in this Agreement.

Section 2.05 TERM. This Agreement shall take effect on the Effective Date and shall remain in effect for a term of five (5) years, unless terminated earlier as provided in this Agreement. This Agreement shall automatically renew for 5-year periods thereafter unless terminated by the Parties (the "Lease Term"). The Parties may discuss the provisions of this Agreement at any time and renegotiate, at their discretion, if a change in the Agreement is desired by either Party.

Section 2.06 RENT AND EXPENSES. The City shall pay zero dollars (\$0.00) of rent to the School District during the Lease Term. At any time during the Lease Term, the Parties may renegotiate a price for rent. The City is responsible for all costs related to the operation of its business in the Leased Spaces including but not limited to cable, telephone, and Internet.

Section 2.07 PARKING LOT. The City and its agents, employees, consultants, and patrons have the authority to utilize the Parking Lot to access the Leased Spaces.

Section 2.08 RESTROOMS. The City shall utilize the restrooms located nearest to the Customer Service Office while utilizing the Leased Spaces. Four (4) parking spaces will be reserved on the north parking lot for City Parks and Recreation Department employees and customers; provided that, construction plans by the School District may require the use of the parking spaces from time to time for construction-related purposes.

Section 2.09 SUBLEASES. The City may not sublease any of the Leased Spaces.

Section 2.10 COACHES OFFICE. The City will share use of the Coaches Office with the Red River Valley Figure Skating Club while the School District continues to rent such space to the Red River Valley Figure Skating Club.

Section 2.11 LEASED SPACE SWAPPING. The School District reserves the right to swap Storage Room (7), Storage Room (8), and/or Storage Room (10) for other storage spaces in the Moorhead Sports Center based upon need, as determined in the School District's discretion. Such swap, however, must be for a storage room of Comparable Size.

Section 2.12 FURNISHINGS. As provided in the Purchase Agreement, all office furnishings, including those present in the Coaches Office, Customer Service Office, Conference Room, Office #1, and Office #2, remained property of the City at the time of closing. The City will be responsible for providing its own furnishings in the Leased Spaces, whether it be through the above-described furnishings or by substituting furnishings. At the expiration or termination of this Agreement, the City, in its sole discretion, may remove its furnishings from the Leased Spaces or leave the furnishings in the Leased Spaces thereby relinquishing all rights to the furnishings and transferring ownership of the same to the School District.

Section 2.13 TECHNOLOGICAL EQUIPMENT. The City will be responsible for providing its own technological equipment, including computers and telephones, and for providing maintenance or repair to such items.

Section 2.14 HANDBACK. At the expiration or termination of this Agreement, the City will handback the Leased Spaces to the School District in the same or similar condition of that existing on the Effective Date, taking into consideration normal wear and tear.

Section 2.15 SPECIAL ASSESSMENTS AND TAXES. The City shall not be responsible for any special assessments or taxes assessed against the Moorhead Sports Center or the Property as a result of its interest in this Agreement.

Section 2.16 MAILING ADDRESS. The City will maintain its own mailing address at the Moorhead Sports Center.

ARTICLE III. RENOVATIONS

Section 3.01 SEPARATION WALL. The School District, at its own cost and expense, has constructed a separation wall near the Leased Spaces. The wall contains a security door with key fob access, and the School District will grant key fob access to the City. Additionally, the School District constructed an access switch in the Customer Service Office for the City to allow parties into the ice rink area as necessary.

Section 3.02 LEASED SPACES. The City may not renovate the Leased Spaces without prior written consent from the School District.

**ARTICLE IV.
MAINTENANCE**

Section 4.01 MAINTENANCE. At all times following the Effective Date, the School District is responsible for any maintenance, repair, or replacement in the Leased Spaces and the Parking Lots, except for any maintenance, repair or replacement necessary due to the negligence or intentional acts of City, its agents and employees. In such situations, the City, and not the School District, shall be responsible for the costs of such maintenance, repair, or replacement. The School District shall conduct such maintenance, repair, or replacement in accordance with Good Industry Practice and Applicable Law.

Section 4.02 SERVICES. At all times following the Effective Date, the City is responsible for providing office services for the Leased Premises, including but not limited to cleaning, garbage disposal, and paper shredding. Additionally, the City will be responsible for cleaning the restrooms referenced in Section 2.08 hereof.

Section 4.03 AS-IS CONDITION. City is the former owner of the Leased Spaces, and as such, is familiar with the condition of the premises. City accepts the Leased Premises in an as-is condition.

**ARTICLE V.
REPRESENTATIONS AND WARRANTIES**

Section 5.01 SCHOOL DISTRICT REPRESENTATIONS AND WARRANTIES. The School District hereby represents and warrants the following to the City:

(a) The School District has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;

(b) Each person executing this Agreement has been or at such time will be duly authorized to execute each such document on behalf of the School District;

(c) Neither the execution and delivery by the School District of this Agreement, nor the consummation of the transactions contemplated hereby, is in conflict with or will result in a default under or violation of (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any Applicable Law, where such violation will have a materially adverse effect on the ability of the School District to perform its obligations under this Agreement;

(d) There is no action, suit, proceeding, investigation, or litigation pending and served on the School District which challenges the School District's authority to execute, deliver, or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the School District officials executing this Agreement, and the School District has disclosed to the City any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which the School District is aware;

(e) This Agreement has been duly authorized, executed, and delivered by the School District and constitutes a valid and legally binding obligation on the School District, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity; and

(f) The School District has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement.

Section 5.02 CITY REPRESENTATIONS AND WARRANTIES. The City hereby represents and warrants the following to the School District:

(a) The City has full power, right, and authority to execute, deliver, and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement;

(b) Each person executing this Agreement has been or at such time will be duly authorized to execute each such document on behalf of the City;

(c) Neither the execution and delivery by the City of this Agreement, nor the consummation of the transactions contemplated hereby, is in conflict with or will result in a default under or violation of (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any Applicable Law, where such violation will have a materially adverse effect on the ability of the City to perform its obligations under this Agreement;

(d) There is no action, suit, proceeding, investigation, or litigation pending and served on the City which challenges the City's authority to execute, deliver, or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the City officials executing this Agreement, and the City has disclosed to the School District any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which the City is aware;

(e) This Agreement has been duly authorized, executed, and delivered by the City and constitutes a valid and legally binding obligation on the City, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency, and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity; and

(f) The City has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement.

ARTICLE VI. INDEMNIFICATION AND INSURANCE

Section 6.01 CITY INDEMNIFICATION. The City agrees to and shall indemnify the School District and hold the School District harmless against any and all claims and demands

arising from the negligence of the City, its officers, agents, invitees, and/or employees, as well as those arising from the City's failure to comply with any covenant of this Agreement on the City's part to be performed, and shall, at the City's expense, defend the School District against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the School District in any such suit or action.

Section 6.02 SCHOOL DISTRICT INDEMNIFICATION. The School District agrees to and shall indemnify the City and hold the City harmless against any and all claims and demands arising from the negligence of the School District, its officers, agents, invitees, and/or employees, as well as those arising from the School District's failure to comply with any covenant of this Agreement on the School District's part to be performed, and shall, at the School District's expense, defend the City against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the City in any suit or action.

Section 6.03 CITY INSURANCE.

(a) The City is responsible for its own insurance for liability and personal property.

(b) The City, at its own expense, at all times during the term of this Agreement, will maintain, keep in effect, furnish, and deliver to the School District liability insurance policies in form and with an insurer satisfactory to the School District, insuring both the School District and the City against all liability for damages to person or property in or about said Leased Spaces. The amount of said liability insurance shall not be less than \$50,000 for rented property damage from any one (1) occurrence and \$2,000,000 for total injuries arising from any one (1) occurrence.

Section 6.04 SCHOOL DISTRICT INSURANCE. The School District, at its own expense, is responsible for securing its own liability and property insurance.

Section 6.05 NO WAIVER OR STACKING. Nothing in this Agreement shall constitute a waiver by the City or the School District of the statutory limits of liability set forth in Minn. Stat. § 466.04 or a waiver of any available immunities or defenses. An obligation to indemnify, hold harmless, and defend shall also be limited by the limitations on liability set forth in Minn. Stat. § 466.04. Additionally, the limitations on liability for the City and the School District shall not be added together or stacked to increase the maximum amount of liability.

**ARTICLE VII.
DEFAULTS AND REMEDIES**

Section 7.01 CITY DEFAULT. The occurrence of any one or more of the following events will constitute a default by the City pursuant to this Agreement:

(a) Any representation or warranty made by the City is false or misleading in any material respect on the date made and a materially adverse effect upon the School District's rights and obligations under the Agreement results therefrom, and such circumstances continue

without cure for a period of ninety (90) calendar days following the date the School District delivers written notice thereof to the City, or as agreed upon by the Parties, with cure regarded as complete only when the adverse effects are remedied;

(b) The City fails to comply with, perform, or observe any material obligation, covenant, agreement, term, or condition in this Agreement which failure materially and adversely affects the School District's rights or obligations under this Agreement and such failure continues without cure for a period of ninety (90) calendar days following the date the School District delivers written notice thereof to the City (giving particulars of the failure in reasonable detail), or as agreed upon by the Parties; or

(c) The City fails to maintain, or cause to be maintained, the insurance policies as and when required pursuant to this Agreement for the benefit of relevant parties, or fails to comply with any requirement of this Agreement pertaining to the amount, terms, or coverage of the same and such failure continues without cure for a period of thirty (30) calendar days following the date the School District delivers written notice thereof to the City.

Section 7.02 SCHOOL DISTRICT DEFAULT. The occurrence of any one or more of the following events will constitute a default by the School District pursuant to this Agreement:

(a) Any representation or warranty made by the School District is false or misleading in any material respect on the date made and a materially adverse effect upon the City's rights and obligations under the Agreement results therefrom, and such circumstances continue without cure for a period of ninety (90) calendar days following the date the City delivers written notice thereof to the School District notice thereof, or as agreed upon by the Parties, with cure regarded as complete only when the adverse effects are remedied; or

(b) The School District fails to comply with, perform, or observe any material obligation, covenant, agreement, term, or condition in this Agreement which failure materially and adversely affects the City's rights or obligations under this Agreement and such failure continues without cure for a period of ninety (90) calendar days following the date the City delivers written notice thereof to the School District (giving particulars of the failure in reasonable detail), or as agreed upon by the Parties.

Section 7.03 REMEDIES. Upon the occurrence of a default by either Party under this Agreement, the non-defaulting Party may give the defaulting Party notice declaring the defaulting Party in default and may do any or all of the following in its discretion:

(a) Terminate this Agreement to the extent provided in Article VIII; and

(b) Exercise any other rights and remedies provided for hereunder or under Applicable Law.

ARTICLE VIII. TERMINATION

Section 8.01 LEASE TERM EXPIRATION. Except as otherwise indicated herein, this Agreement will terminate upon expiration of the Lease Term. Either City or School District may terminate this Agreement with six (6) months written notice to the other party.

Section 8.02 TERMINATION FOR DEFAULT. Subject to the provisions of this Agreement, at any time after the occurrence of a default and failure to cure by either Party, the non-defaulting Party may terminate this Agreement within thirty (30) days written notice. The non-defaulting Party must deliver a written notice of intent to terminate this Agreement.

Section 8.03 AGREEMENT. The Parties may agree, in writing, to terminate this Agreement.

Section 8.04 CASUALTY AND FIRE. In the event of the destruction of the Moorhead Sports Center by fire or other casualty, either Party may terminate this Agreement as of the date of said fire or casualty; provided, however, that in the event any damage to the Moorhead Sports Center by fire or other casualty is greater than fifty percent (50%) of the value of the Moorhead Sports, the School District may or may not elect to repair the Moorhead Sports Center. The School District will provide written notice to the City of its election of whether to repair within fifteen (15) calendar days after the occurrence of said damage. If said notice is not provided by within said period, the School District will be deemed to have elected not to repair. In the event the School District elects not to repair the Moorhead Sports Center, this Agreement will terminate on the date of said damage. If the Moorhead Sports Center is not damaged to the above-provided extent or if so damaged and the School District elects to repair, then the School District shall proceed to repair the Moorhead Sports Center as quickly as reasonably possible. The City agrees to vacate any Leased Premises upon request by the School District during the time period the School District needs to make any necessary repairs.

ARTICLE IX. DISPUTE RESOLUTION

Section 9.01 INTENT AND PROCEDURE. The City and the School District will cooperate and use their Best Efforts to ensure that the various provisions of this Agreement are fulfilled. The City and the School District agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally, the Parties will utilize the following procedure.

Section 9.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator or, if an agreement cannot be reached within ten (10) calendar days, each Party shall propose three (3) mediators trained in civil mediation, for a total of six (6) mediators, from the Minnesota Statewide ADR-Rule 114 Neutrals Roster, and the Parties shall select a mediator by alternatively striking names until one (1) remains. The City shall strike the first name, followed by the School District, until one (1) remains. Each Party will equally share in the costs for mediation services.

Section 9.03 LITIGATION IF DISPUTE NOT RESOLVED. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to Section 9.02, either Party may choose to litigate the matter.

Section 9.04 VENUE. All litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in a court of competent jurisdiction in Clay County, Minnesota, which will have exclusive jurisdiction and venue.

Section 9.05 WAIVER OF JURY TRIAL. The Parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights that any may have to a trial by jury with respect to any action, proceeding, counterclaim, or defense based on this Agreement, or arising out of, under, or in any connection with this Agreement, or with respect to any course of conduct, course of dealing, statements (whether oral or written) or actions of any party hereto relating to this Agreement. This provision is a material inducement for all Parties entering into this Agreement. This provision applies only to suits between the Parties and does not apply to third party claims or suits.

ARTICLE X. MISCELLANEOUS

Section 10.01 SUCCESSORS AND ASSIGNS. The Parties agree that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties in accordance with the terms and conditions of this Agreement and any Applicable Law. No assignment of any interest of a Party pursuant to this Agreement may be made without the express written consent of the other Party.

Section 10.02 AMENDMENTS. This Agreement, or any part thereof, may be amended, modified, or waived only by a written instrument duly executed by the Parties, specifying with particularity the nature and extent of such amendment, modification, or waiver.

Section 10.03 WAIVER. The failure or delay of any Party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement or the right to enforce each and every term of this Agreement.

Section 10.04 INDEPENDENT CONTRACTOR; NO JOINT VENTURE OR PARTNERSHIP.

(a) The City is an independent contractor, and nothing contained in this Agreement shall be construed as constituting any relationship with the School District other than that of tenant of the Moorhead Sports Center and independent contractor.

(b) Both Parties, in performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture, or similar relationship between the School District and the City. In no event shall either Party take

a position on any tax return or other writing of any kind that a partnership, joint venture, or similar relationship exists.

(c) In no event shall the relationship between the School District and the City be construed as creating any relationship whatsoever between the School District's and the City's employees or agents. Neither the City nor any of its employees or agents is or shall be deemed an employee or agent of the School District. Except as otherwise specified in this Agreement, the City has the sole authority and responsibility to employ, discharge, and otherwise control its employees and has complete and sole responsibility as a principal for its agents.

Section 10.05 AUTHORIZED REPRESENTATIVES.

(a) The School District and the City each hereby designates the following individual as its initial representative to administer this Agreement on its respective behalf:

(1) School District Representative: Kristin Dehmer
Executive Director of Human
Resources and Operations
Moorhead Area Public Schools
2410 14th Street South
Moorhead, Minnesota 56560
kdehmer@moorheadschoools.org
(218) 284-3300

(1) City Representative: _____

(b) The representatives will be reasonably available to each other during the term of this Agreement and will have the authority to issue instructions and other communications on behalf of the School District and the City, respectively, and will be the recipients of notices and other communications from the other Party pursuant to this Agreement. Such representatives, however, will not have the authority to make decisions or give instructions binding on the School District or the City, except to the extent expressly authorized by the School District or the City, as the case may be.

Section 10.06 NOTICE.

(a) All notices under this Agreement shall be in writing and (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by recognized overnight mail or courier services, with delivery receipt requested; or (iv) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses.

(b) All notices to the School District shall be marked as regarding the Moorhead Sports Center and shall be delivered to the following address or as otherwise directed by the School District Representative:

Moorhead Area Public Schools

Attn: Kristin Dehmer
Executive Director of Human Resources and Operation
2410 14th Street South
Moorhead, Minnesota 56560

(c) All notices to the City shall be marked as regarding the Moorhead Sports Center and shall be delivered to the following address or as otherwise directed by the City Representative:

City of Moorhead
P.O. Box 779
Moorhead, Minnesota 56561

(d) Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 4:00 p.m. CDT and all other notices received after 5:00 p.m. CDT shall be deemed received on the first calendar day following delivery.

Section 10.07 NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement is intended or will be construed as creating or conferring any right, benefit, or remedies upon, or creating any obligations of the Parties hereto toward, any person or entity not a Party to this Agreement, except those rights expressly contained herein.

Section 10.08 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 10.09 SEVERABILITY. If any term or provision of this Agreement or any application thereof to any person or circumstances shall to any extent be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

Section 10.10 COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 10.11 ENTIRE AGREEMENT. This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof, and this Agreement supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to the subject matter.

Section 10.12 FORCE MAJEURE. Neither Party will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or armed

conflict; nuclear, chemical, or biological contamination; ionizing radiation; or any act of terrorism. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

IN WITNESS WHEREOF, the City and the School District caused this Agreement to be executed.

3740814.2

(Remainder of page intentionally left blank.)

Signature Page for the City of Moorhead

The governing body of the City of Moorhead approved this Agreement on the _____ day of _____, 2019.

CITY OF MOORHEAD, MINNESOTA, a
Minnesota municipal corporation and
political subdivision

By: _____
Johnathan R. Judd, Mayor

By: _____
Christina M. Volkers, City Manager

ATTEST:

Michelle Brekken, City Clerk

Signature Page for the Moorhead Area Public Schools, ISD #152

MOORHEAD AREA PUBLIC SCHOOLS,
ISD #152, a Minnesota independent school
district

By: _____
Brandon M. Lunak, Superintendent

FACILITY USE AGREEMENT

Facility: _____

Lessee: _____

Doc. ID: _____

THIS AGREEMENT is made and entered into on this ____ day of _____, 20__ (the "Effective Date"), by and between MOORHEAD AREA PUBLIC SCHOOLS, ISD #152, an independent school district of the State of Minnesota, whose address is 2410 14th Street South, Moorhead, Minnesota 56560 (the "Lessor"), and _____, (*a corporation or limited liability company*) of the State of _____, whose principal address _____ (the "Lessee").

RECITALS

WHEREAS, the Lessor is the owner of Moorhead Sports Center and desires to lease premises within or about the Moorhead Sports Center to the Lessee who in turn desires to lease said premises from the Lessor in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Lessor and the Lessee agree that it is mutually advantageous to set forth each party's respective obligations and agreements in their entirety in writing in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Leased Premises.** The Lessor agrees to lease to the Lessee and the Lessee does lease from the Lessor specific premises within or about the Moorhead Sports Center located in the City of Moorhead, Clay County, Minnesota, (the "Leased Premises"), as illustrated on the "Depiction of Leased Premises," attached as **Exhibit A**.
2. **Conditions.** The Lessee agrees to lease the Leased Premises subject to the following conditions:
 - a. The Lessee acknowledges that the Lessee has inspected the Leased Premises and is fully satisfied with the physical condition thereof and agrees to accept the same in its present "AS IS" condition. The Lessor or any representative of the Lessor has not made any warranties or representations upon which the Lessee relies with respect to the physical condition of the Leased Premises.

- b. The Lessee accepts the Leased Premises subject to such conditions, restrictions, and limitations, if any, that presently appear of record in regard to the Leased Premises.
 - c. The Lessee accepts the Leased Premises subject to any applicable health, life, safety, fire, or zoning ordinances, codes, regulations, or statutes of the City of Moorhead, the County of Clay, the State of Minnesota, or any other governmental body now existing or which may exist by reason of any legal authority during the term of this Agreement.
 - d. The Lessee accepts the Leased Premises and is satisfied as to the boundary lines and contents of the Leased Premises and is likewise satisfied with the sufficiency of the present title of the Lessor.
 - e. The Lessee accepts the Leased Premises subject to the proper performance by the Lessor of all of the terms and conditions contained in this Agreement.
 - g. The Lessor specifically reserves the right of reasonable ingress and egress on the Leased Premises, and to enter upon the Leased Premises at reasonable times to inspect the Leased Premises or for other reasonable uses that do not interfere with the Lessee's use of the Leased Premises. The Lessor may enter upon the Leased Premises at any time to conduct inspections or to otherwise review or inspect the Leased Premises.
3. **Term.** The term of this Agreement commences on the ____ day of _____, 20____, and terminates on the ____ day of _____, 20____, unless terminated sooner under the provisions of this Agreement.
4. **Deposit.** The Lessee is required to deposit \$_____, before any use of the Leased Premises, however, the Lessor may determine that the Lessee is not required to deposit any sum for the use of the Leased Premises.
5. **Permitted Use.** The Lessee is permitted to use the Leased Premises during the term of this Agreement for such exclusive use or non-exclusive uses as specified in the "Use of Leased Premises," attached as **Exhibit B**.
6. **Repair and Maintenance.** The Lessor and the Lessee agree that the Lessor will be responsible for any and all repair and maintenance of the previously described Moorhead Sports Center including the Leased Premises. Notwithstanding the foregoing, however, the Lessee shall be responsible for any repairs or damages caused or necessitated by the Lessee's use of the Moorhead Sports Center. Further, the Lessee will not alter, make any addition to, or improve the Leased Premises, or any existing improvements or fixtures located on the Leased Premises, without Lessor's express written consent.

7. **Fee Schedule.** The Lessee is responsible for paying rental fees, provided under the “Rental Payment Schedule,” attached as **Exhibit C**.
8. **Indemnification.** The Lessee agrees to indemnify and hold harmless the Lessor and the City of Moorhead from and against all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person or property sustained by anyone arising out of the Lessee’s use and occupancy of the Leased Premises and will, at the Lessee’s own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the Lessor or the City of Moorhead or in which the Lessor or the City of Moorhead may be impleaded with others upon any such above-mentioned matters or claims. This indemnification in no way limits the Lessee’s obligation to maintain a blanket or other general liability insurance policy for the benefit of the Lessor and the City of Moorhead. This indemnity and hold harmless provision will include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claims or proceedings brought thereon and the defense thereof.
9. **Liability Insurance.** The Lessee will, at the Lessee’s sole cost and expense, provide and maintain during the term of this Agreement a blanket or general liability insurance policy against claims for personal injury, death, or property damage occurring in connection with the use and occupancy of the Leased Premises by the Lessee, said policy will have limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in aggregate.
10. **Property Damage Insurance.** The Lessee will, at the Lessee’s sole cost and expense, provide and maintain property insurance during the term of this Agreement in an amount sufficient to cover all items of property owned, maintained, or controlled by the Lessee on the Leased Premises.
11. **Requirements for Insurance.** Insurance policies or riders required by this Agreement will be (i) taken out by the Lessee thirty (30) days before the Lessee’s use and occupancy of the Leased Premises, or at the latest, the Lessee must have a Certificate of Insurance at the time of the Lessee’s use and occupancy of the Leased Premises; (ii) maintained with responsible insurance companies organized under the laws of the United States and qualified to do business in the State of Minnesota; (iii) will contain a provision that the insurer will not cancel or revise coverage thereunder without giving written notice to the Lessee as an insured party and to the Lessor as an additional insured at least thirty (30) days before cancellation or revision becomes effective; (iv) will name the Lessee as an insured party and the Lessor and the City of Moorhead as additional insureds; (v) will be in accordance with specifications approved by the insurance advisor for the Lessor; and (vi) will be evidenced by a Certificate of Insurance listing the Lessor as an additional insured, which will be filed with the Lessor.

12. **Intoxicating Beverages.** Intoxicating beverages will not be served on or about the Leased Premises nor will intoxicating beverages be served on or about the Moorhead Sports Center under the terms of this Agreement without the written consent of the Lessor. If the Lessor consents to the serving of intoxicating beverages on the Leased Premises, said serving of intoxicating beverages will only be allowed if served in accordance with Chapter 340A of the Minnesota Statutes and any regulations thereunder as well as any and all applicable City ordinances as such statutes, regulations, and ordinances may be from time to time amended, supplemented, or replaced. The Lessor and the Lessee further agree that the serving of intoxicating beverages will be subject to such terms, conditions, and limitations as may be required by the Lessor's insurance carriers, said terms, conditions, and limitations to be prescribed by the Lessor's insurance advisor.
13. **Assignment and Subletting.** The Lessee may not assign or sublet, or permit this Agreement, in whole or in part, from being assigned or sublet without the Lessor's written consent. Any attempt to assign this Agreement without such consent will result in this Agreement being null and void. This Agreement may be assigned by the Lessor at any time. In the event the Lessor assigns this Agreement, the Lessor will provide notice of such assignment to the Lessee.
14. **Default.** If the Lessee will, at any time, default in the observance of any of the terms, covenants, and conditions of this Agreement, including any exhibits thereto, the Lessor will immediately notify the Lessee of the Lessee's failure to observe said terms, covenants, and conditions. Upon such notice being given by the Lessor, this Agreement will wholly cease and terminate and the Lessee will have no rights or interests whatsoever to further use or occupy the Leased Premises. In the event of any default by the Lessee under the terms of this Agreement, the rent payments required under this Agreement will be due and paid up to the time of the Lessor's recovery of possession and reentry upon the premises.
15. **Waiver of Default.** Any waiver by the Lessor of a default under the provisions of this Agreement by the Lessee will not operate or be construed as a waiver of a subsequent default by the Lessee. No waiver will be valid unless in writing and signed by the Lessor.
16. **Termination.** The Lessor has the right to terminate this Agreement and to re-enter and take possession of the Leased Premises following the breach of this Agreement by Lessee.
17. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties hereto in accordance with the terms and conditions of this Agreement and any statutes, regulations, ordinances, City code provisions, or applicable City charter provisions.
18. **Severability.** In the event that a court of competent jurisdiction holds that any term or provision of this Agreement is unenforceable or otherwise invalid, the invalidity does not

affect other terms, provisions, or applications of this Agreement that can be given effect without the invalid terms or provisions, and to this end the terms and provisions of this Agreement are severable.

- 19. **Written Notice.** Written notice to be provided by or between the Lessor and the Lessee in accordance with this Agreement will be either hand delivered or mailed by registered or certified mail to the following addresses:

If to Lessor: Parks and Recreation Department Director
 City of Moorhead
 500 Center Avenue
 P.O. Box 779
 Moorhead, Minnesota 56561

If to Lessee: _____

- 20. **Entire Agreement.** This instrument, including exhibits , contain the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this instrument will have any force and effect. This Agreement will not be modified in any way except in writing, signed by both parties.
- 21. **Governing Law.** This Agreement will be governed exclusively by the provisions contained in this Agreement and by the laws of the State of Minnesota.
- 22. **Force Majeure.** The Lessor will not be liable to the Lessee during any period in which its performance is delayed or prevented, in whole or in part, by circumstances beyond its reasonable control. Circumstances include, but are not limited to the following: Act of God (e.g. flood, earthquake, wind), fog out, electrical problems, fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and / or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Lessor will undertake reasonable action to notify the Lessee of the same.
- 23. **Rules of Construction.** The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this instrument will be operative against any party to this Agreement.
- 24. **Interpretation.** In the interpretation of this Agreement, a single number includes the plural, the words “person” and “party” include corporations, partnerships, firms, or associations whenever the context so requires. Captions of paragraphs and sections are

for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or limit the scope or content of the interpretation, construction, or meaning of the provisions of this Agreement.

25. **Counterparts.** This Agreement may be signed in counterparts, meaning that the Agreement is valid if signed by both parties even if the signatures of the parties appear on separate copies of the same Agreement rather than on a single document.
26. **Concussion Awareness Program.** Pursuant to Minnesota statute, it is a requirement that any group with a fee for a program must make information available to all participating coaches, officials, youth athletes, and their parents and/or guardians about the nature and risks of concussions. All youth sports organizations using/renting space from the Lessor for youth sports programs will be required to demonstrate, upon request, compliance with all provisions of this law which is to provide a concussion prevention and awareness program. For additional information about the requirements, including concussion prevention, awareness, and symptom recognition program, visit: <http://headsup.cdc.gov/>

IN WITNESS WHEREOF, the parties have set their hands as of the Effective Date first written above.

[Signatures contained on the following pages.]

Parks and Recreation Director
City of Moorhead

Date: _____, 2019 _____

LESSOR:
Executive Director of Human Resources and
Operations
Moorhead Area Schools, ISD 152

Date: _____, 2019 _____

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[Signatures continue on the following page.]

LESSEE:

Date: _____, 2019

By: _____

Its: _____

EXHIBIT A

DEPICTION OF LEASED PREMISES

1.

2.

3.

4.

5.

EXHIBIT B

USE OF LEASED PREMISES

The Lessor agrees to rent its Leased Premises, as depicted in **Exhibit A**, to the Lessee for the exclusive use of the Lessee's event. Use of the Leased Premises by the Lessee will be subject to the following terms and conditions:

1.

2.

3.

4.

5.

EXHIBIT C

RENTAL PAYMENT SCHEDULE

The Lessee will reserve the Leased Premises with the Lessor by way of providing a written schedule of needs to the respective athletic facility's manager by the ____ day of _____, 20___. After the schedule is reviewed by the respective athletic facility's manager, a written confirmation for the Leased Premises will follow within fourteen (14) days.

1. The Lessee agrees to pay rent to the Lessor _____

_____.
2. _____

_____.
3. The Lessee will pay to the Lessor \$ _____ during the term of this Agreement for the use of additional meeting rooms.
4. The above rent is to be paid in its entirety on or before the _____ day of _____, 20__.
5. The Lessee will send payment to:

Parks and Recreation Administrative Office
Moorhead Sports Center
2400 4th Ave South
Moorhead, Minnesota 56560

Deposit Requirements:

The Lessee agrees to provide a deposit in the amount of \$ _____ to the Lessor in return for which the Lessor agrees to reserve the Leased Premises for the Lessee's use for _____ in accordance with this Agreement. The deposit by the Lessee shall be governed by the following terms and conditions:

1. The Lessee shall deposit \$ _____ with the Lessor on or before the _____ day of _____, 20__.
2. The Lessee shall be entitled to credit their deposit of \$ _____ against their rent payment.

3. The Lessee shall retain fifty percent (50%) of the Lessee's deposit in cases where no travel advisories are in effect and the event needs to be canceled in full. If the event is not canceled in full, all above hourly rates will be in effect for the hours needed.

Cancellation:

If the Lessee cancels its event with less than thirty (30) days' notice, one hundred percent (100%) of the payments will be made to the Lessor. Any payments retained under these provisions will be considered liquidated damages by the parties to compensate the Lessor for its costs and expenses that would be lost in the event the Lessee cancels its competition.

Penalties for Late Payments:

If payment in full is not received by the Lessor on or before the agreed upon dates in this Agreement, the Lessor will take the following actions:

1. The Lessor will charge the following interest and penalties on the outstanding balance:
 - a. Payments that are ten (10) days overdue, will incur a five percent (5%) penalty on any late payment, and an additional ten percent (10%) penalty if not paid within thirty (30) days.
 - b. There is an interest of seven percent (7%) per annum in addition to such penalties.
2. If fees are not paid prior to year-end (December 31 of each year), use of the Leased Premises will be on a "Cash and Carry" basis only, for the next year.



Facility Use Agreement
Owner of Property: Moorhead Area Public Schools, ISD #152
Operator of Property: City of Moorhead
Moorhead Sports Center



This form is to be used for individual or groups requesting to rent ice at the Moorhead Sports Center.

Name of Group: _____

Contact Person: _____ Phone Number: _____

Ice Request: South Rink: _____ North Rink: _____

Dates / Times requested: _____

Comments: _____

Rental Rate: _____ Per / Hour

Insurance certificate presented or on file

Terms of Use:

1. Proof of Liability Insurance must be provided to the Moorhead Area Public Schools, ISD #152. A blanket or general liability insurance policy against claims for personal injury, death, or property damage occurring in connection with the use and occupancy of the Leased Premises is required. Said policy shall have limits of no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate. The Applicant agrees to defend, indemnify, and hold the Moorhead Area Public Schools, ISD #152, and the City of Moorhead, harmless from any liabilities or loss, including reasonable attorney's fees, arising out of, or related to the use of the Moorhead Area Public Schools, ISD #152 facilities under this Agreement. Group User acknowledges and agrees that this hold harmless and indemnification provision shall survive the termination of this Facility Use Agreement.
2. Applicants shall not assign, sublet or otherwise permit the facilities, or any part thereof, to be used by others.
3. Moorhead Area Public Schools, ISD #152 shall have the right, at its option, to annul this Agreement and to re-enter and take possession of the facilities in the event the Applicant violates any of the terms, conditions or covenants of this Agreement, or any of the laws, ordinances, or rules and regulations of Moorhead Area Public Schools, ISD #152, as well as the Parks and Recreation department of the City of Moorhead.
4. NO PETS (leashed or unleashed) may be brought onto the facility unless they are a service animal.
5. The Moorhead Sports Center is located on Moorhead School District Property therefore it is unlawful to smoke or consume alcohol in or around the facility and the parking lots. Any violation of the prohibition regarding the use of tobacco and alcohol shall be grounds for immediate termination of this agreement.

I have read and understand this document and fee schedule.

Signed: _____ Date: _____

Approved by: _____ Date: _____

SPORTS CENTER PROPOSED FEES 2020

Rink Rental	
Ice Rental (Prime): 8 am-10 pm	\$145.00
Ice Rental (Non-Prime): 10 pm-8 am	\$109.00
Dry Floor Rental: Rink 1 (daily)	\$725.00
Dry Floor Rental: Rink 2 (daily)	\$1,100.00
RRVFSC Spring/Summer/Fall Contract	\$109.00/hour
RRVFSC International Classic	\$109.00/\$145.00
Concordia Ice Rental: contract	\$118.00
Concordia Game Rate contract	\$687.00
MYHA ice rate (non prime)	\$109.00
Figure Skater Locker Rental	\$28.00/locker
Professional & Other Hockey: Games	\$750.00
Skate Rental	\$1.00
Skate Sharpening	\$2.00
Open Skate Youth	\$2.00
Open Skate Adult	\$3.00
Open Skate Family	\$5.00



MOORHEAD
AREA PUBLIC SCHOOLS

**Assistant
Superintendent of
Learning and
Accountability
Memo ASLA.20.03**

TO: Brandon Lunak, Superintendent
FROM: Tamara Uselman, Assistant Superintendent of Learning and Accountability
DATE: 9/3/2019
RE: North Star Annual Report

Attached please find a slide deck of Moorhead Area Public Schools’ North Star results for the 2018-19 school year. The North Star report shows the 2018-19 Moorhead Schools data.

North Star looks at five areas of performance in three stages:

- A. 1. academic achievement in reading and math; 2. Progress toward English language proficiency;
- B. 3. elementary academic progress in reading and math; 4. four-year and seven-year graduation rates; and
- C. 5. consistent attendance rates.

All students expected to test are included in the data, provided students were enrolled for at least half the year, enrolled on or before December 15, enrolled during the accountability window, and had no significant gap in enrollment, meaning student(s) did not have 21 or more calendar days not enrolled between December 15 and the beginning of the accountability window.

Each data set is presented in chart form with side-by-side comparisons of the average scores of all Moorhead Area Public Schools’ students tested and the average scores of all MN students tested. Please see the slide presentation for specific data sets.

**School Year 2018-19 North Star Results found through MDE’s Secure Reports
Stage one: Academic Achievement & Progress toward English Learner Proficiency**

Topic	MN % who met or exceeded	MN number who met or exceeded	MAPS % who met or exceeded	MAPS number who met or exceeded
Math	53.85%	244,717	47.30 %	1,660
Reading	58.28%	267,462	53.22%	1,887
Average Progress	40.13	Index points (average amount	33.18%	Index points (average amount

Toward English Proficiency		of progress toward individual goals = 61.38		of progress toward individual goals = 55.46
-----------------------------------	--	---	--	---

Stage two: Academic Progress in Reading & Math and 4-year and 7-year Graduation Rates

2018-19 students' math achievement progress levels (measures whether students' achievement levels are improved or maintained)

State or local	Decreased or stayed "does not meet standard" (%)	Decreased or stayed "does not meet standard" (#)	Maintained standard" (%)	Maintained standard" (#)	Surpassed standard" (%)	Surpassed standard" (#)
MN	37.24%	117,696	49.42%	115,175	13.34%	423,166
MAPS	41.60%	986	40.30%	955	18.10%	429

2018-19 students' reading achievement progress levels (measures whether students' achievement levels are improved or maintained)

State or local	Decreased or stayed "does not meet standard" (%)	Decreased or stayed "does not meet standard" (#)	Maintained standard" (%)	Maintained standard" (#)	Surpassed standard" (%)	Surpassed standard" (#)
MN	33.06%	104,687	48.07%	152,235	18.87%	59,748
MAPS	35.11%	836	44.65%	1,063	20.24%	482

Graduation	MN %	MN #	MAPS #	MAPS #
4-Year Graduation	83.20%	55,869	75.97%	332
7-Year Graduation	87.53%	57,612	82.17%	364 (4 + 7 year)

Stage three: Consistent Attendance

Measure of students who attend more than 90% of the enrolled

Attendance	MN %	MN #	MAPS #	MAPS #
	85.35%	676,160	84.01%	4,965

The MAPS District was identified for support under MDE'S North Star as were Ellen Hopkins Elementary and Robert Asp Elementary for math and reading achievement and Red River Area Learning Center for graduation.

Moorhead Schools will begin its seventh year of using the Literacy Framework at the elementary level and its sixth year of using a secondary English Language Arts curriculum. In mathematics, the elementary schools will be in year five of use of the Bridges mathematics curriculum and the secondary math departments will be in year four of use of the current mathematics curriculum.

Each school is building level School Improvement Plan (SIP) informed, in part, by the data sets in the North Star.

TJU:tro

ATTACHMENTS:

Description	Type
☐ North Star Annual Report	Cover Memo

North Star Results

Fall 2019
(school year 2018-19 data)

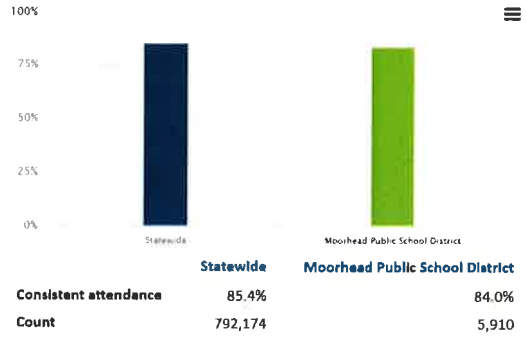
How Well are the Students Doing?



Number of Students Attending School Regularly

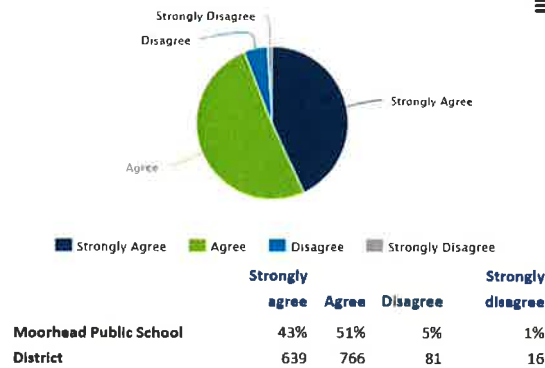
The number of students attending school regularly

This is a measure of students who attend school on a regular basis and are not frequently absent. A student is considered consistently attending if they attend more than 90 percent of the time the student is enrolled during the year.



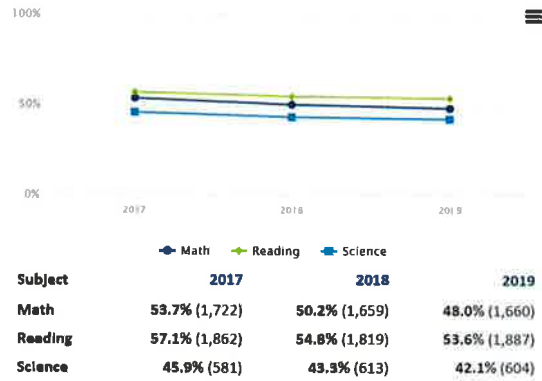
At My School, Teachers Care About Students

At my school, teachers care about students



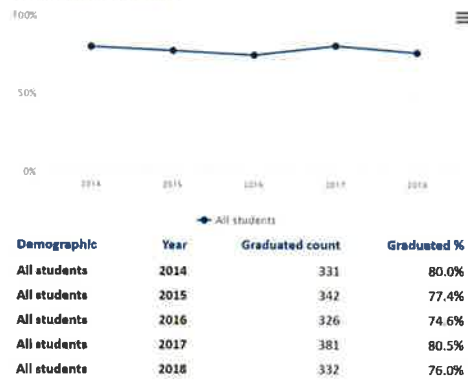
Students & M, R, & S Standards Over Time

The number of students meeting standards in math, reading, and science over time



MAPS' Graduation Rate Over Time

Graduation rate over time








Minnesota Department of Education's Indicators of Achievement in North Star

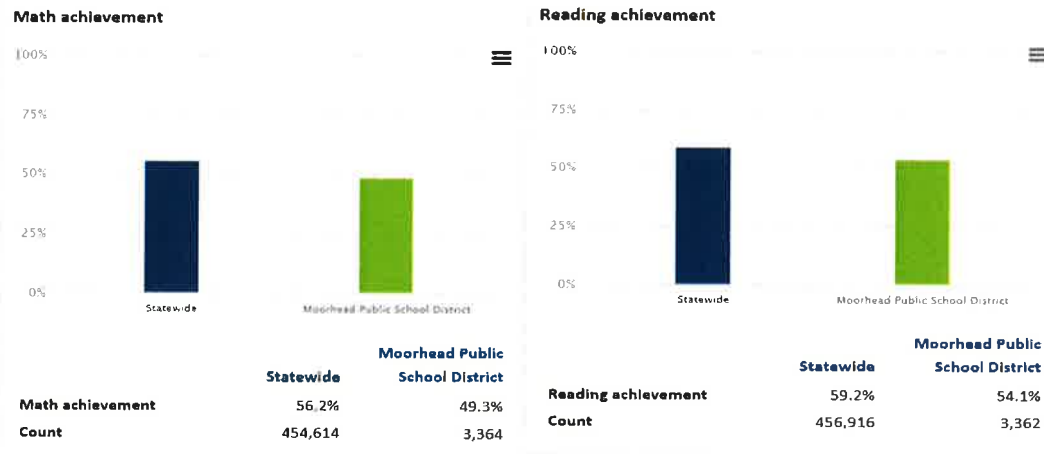


North Star Indicators of Achievement

The Indicators

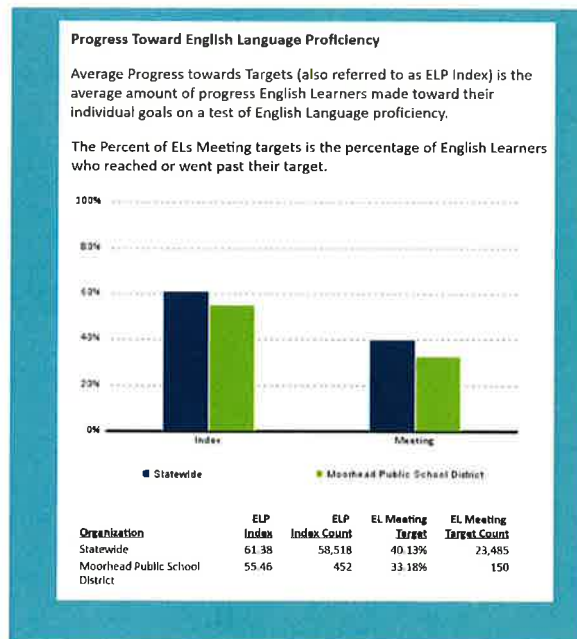
-  **Academic Achievement**
The number of students at the "Meets Standards" or "Exceeds Standards" achievement levels divided by all students in tested grades. Calculated separately for **math** and **reading**.
-  **Progress Toward English Language Proficiency**
The average progress English learners made toward individual growth targets on the ACCESS for ELLs test.
-  **Academic Progress**
A score based on students' achievement levels from one year to the next. Calculated separately for **math** and **reading**.
-  **Graduation Rates**
The percentage of students who graduated in four years and seven years.
-  **Consistent Attendance**
The percentage of students attending more than 90 percent of the days they are enrolled.

#1) MAPS' 2019 Academic Achievement Rate



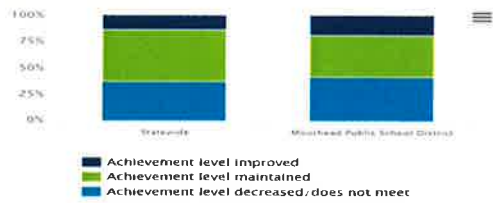
#2) MAPS' English Learners' Average Progress toward Target

The "average progress toward target" is the average amount of progress English learners made towards their targets. For example, an average progress toward target of 75 would mean that English learners, on average, made it 75 percent of the way to their targets.



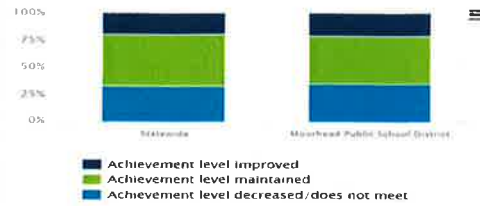
#3) MAPS' Academic Progress

Math academic progress



	Statewide	Moorhead Public School District
Achievement level improved	13.3%	18.1%
Achievement level maintained	49.4%	40.3%
Achievement level decreased or stayed "does not meet standards"	37.2%	41.6%
Total count of students	316,037	2,370

Reading academic progress

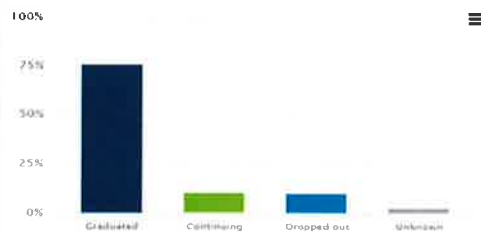


	Statewide	Moorhead Public School District
Achievement level improved	18.9%	20.2%
Achievement level maintained	48.1%	44.6%
Achievement level decreased or stayed "does not meet standards"	33.1%	35.1%
Total count of students	316,670	2,381

#4) MAPS' Graduation Rate

Students in the class of 2018 graduating in 2018 or earlier.

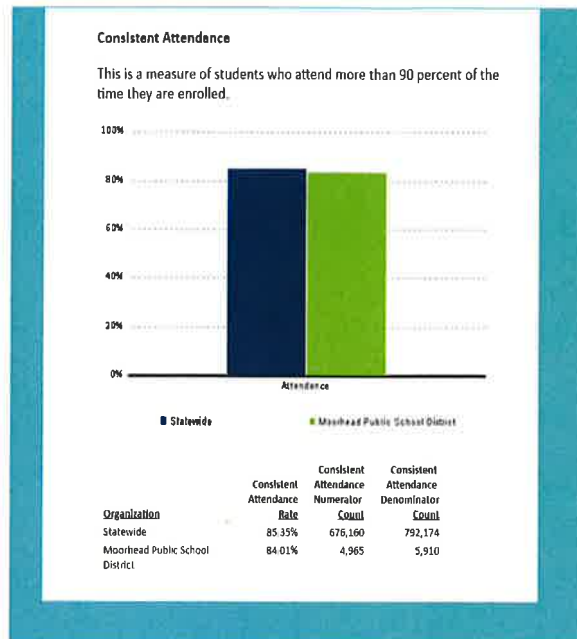
Note: The statewide goal for 2020 is that 90% of students graduate within four years with no student group below 85%.



Organization	Graduated	Continuing	Dropped out	Unknown
Moorhead Public School District	332	47	45	13

5) MAPS' Consistent Attendance Rate

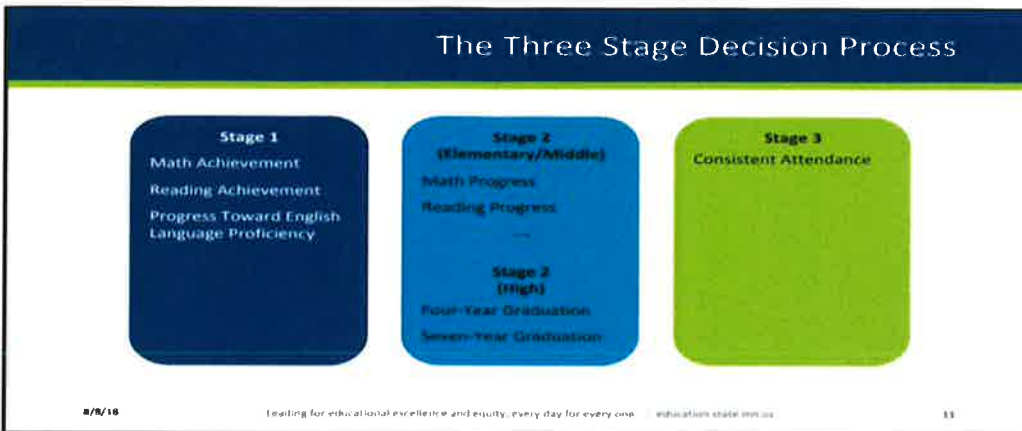
Attending school is the first step to academic success. This graph shows the number of students who attended school more than 90% of the time they were enrolled



Three Stage Identification of a Need for Support from MDE

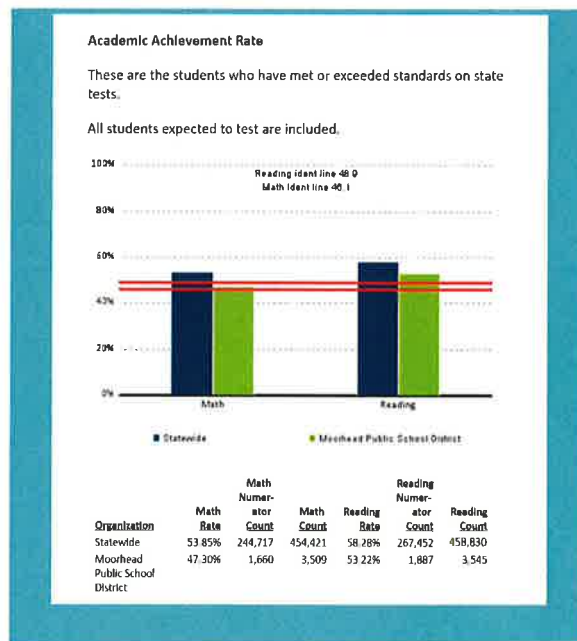


Three-Stage Decision Process



Stage One

Achievement in Mathematics & Reading



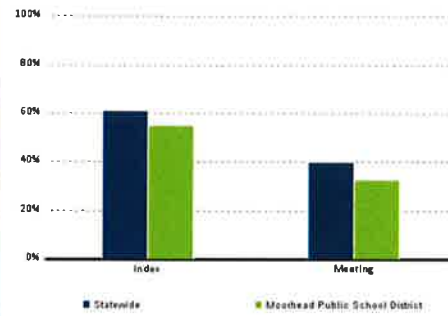
Stage One

English Learner Progress toward English Language Proficiency

Progress Toward English Language Proficiency

Average Progress towards Targets (also referred to as ELP Index) is the average amount of progress English Learners made toward their individual goals on a test of English Language proficiency.

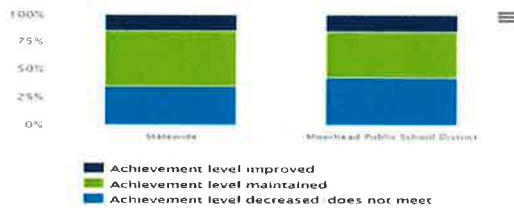
The Percent of ELs Meeting targets is the percentage of English Learners who reached or went past their target.



Organization	ELP Index	ELP Index Count	EL Meeting Target	EL Meeting Target Count
Statewide	61.38	58,518	40.13%	23,485
Moorhead Public School District	55.46	452	33.18%	150

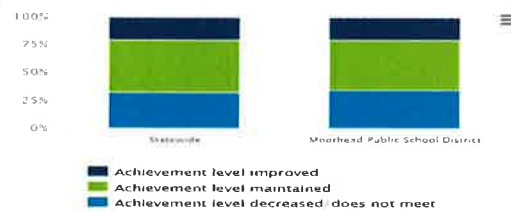
Stage Two

Math academic progress



	Statewide	Moorhead Public School District
Achievement level improved	14.0%	14.9%
Achievement level maintained	50.9%	42.0%
Achievement level decreased or stayed "does not meet standards"	35.1%	43.1%
Total count of students	314,728	2,262

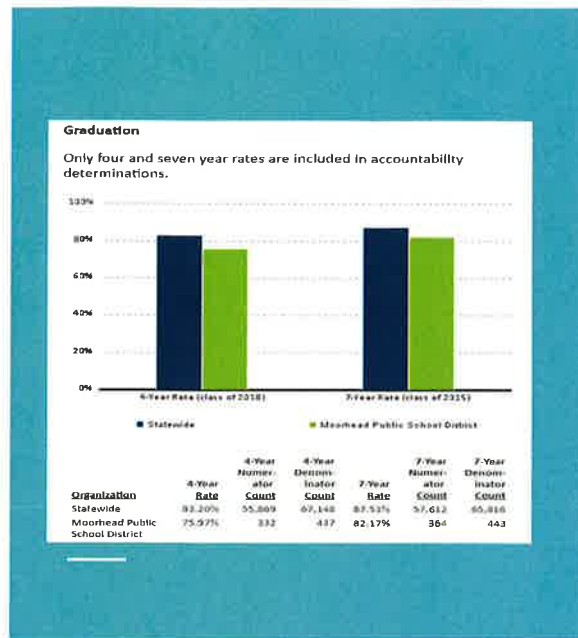
Reading academic progress



	Statewide	Moorhead Public School District
Achievement level improved	19.5%	19.6%
Achievement level maintained	48.5%	46.1%
Achievement level decreased or stayed "does not meet standards"	32.0%	34.3%
Total count of students	315,210	2,271

Stage Two

High School 4 and 7 year graduation



Categories of Support from MDE



Categories of Support for Schools

Categories of Support

Comprehensive Support

Ongoing onsite technical assistance from the Regional Centers of Excellence (RCEs).

All public high schools with a four-year graduation rate below 67% overall or for any student group.

The lowest 5% of Title I schools.

Support from MDE

Title I schools with overall performance below performance thresholds in Stage 1.

Targeted Support

Mostly district support, with professional development opportunities from the RCEs.

Schools where student groups perform below performance thresholds for at least one indicator in each stage, when either:

- The group's average over the last three years was below thresholds.
- The group was below thresholds in each of the last three years (not in 2018)

Title I schools with overall performance below performance thresholds in Stage 1 and Stage 2.

Support for Districts

Districts

District Support

Support from cross-functional teams combining staff from MDE and the RCEs.

The lowest 10% of traditional districts using the three-stage process.

The lowest 10% of charter schools using the three-stage process.

Commissioner may identify additional districts using supplemental data and information.

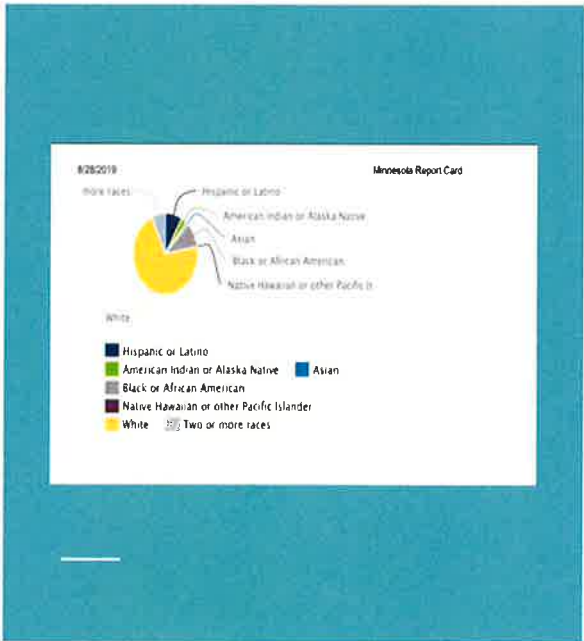
8/8/18
Leading for educational excellence and equity, every day for every one | education.state.nv.us
13

About Moorhead Area Public Schools



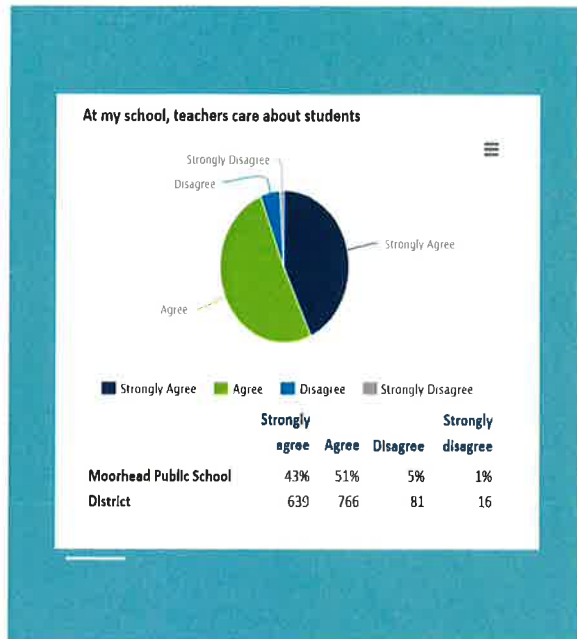
MAPS' Demographic Representation

Race/Ethnicity	Count	Percent
Hispanic or Latino	586	8.3%
American Indian or Alaska Native	203	2.9%
Asian	68	1.0%
Black or African American	696	9.9%
Native Hawaiian or other Pacific Islander	3	0.0%
White	4,996	71.1%
Two or more races	475	6.8%
All students	7,027	100.0%



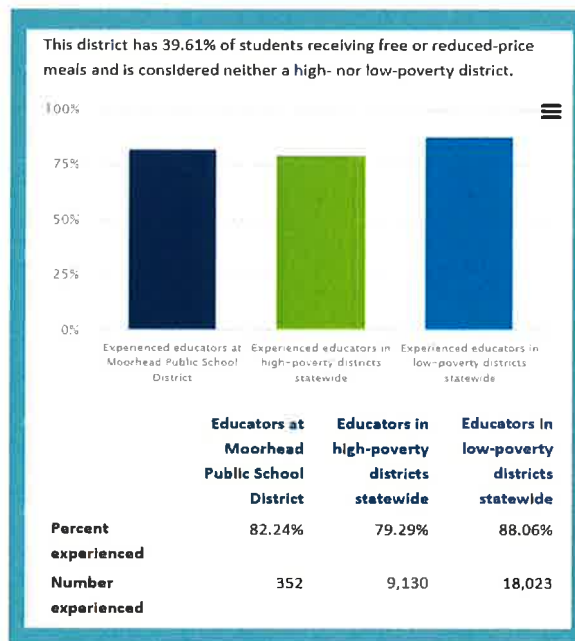
MAPS' Student Engagement

This report includes select items from the Minnesota Student Survey related to educational engagement. The items were adapted from a Child Trends survey as part of the Flourishing Children Project.



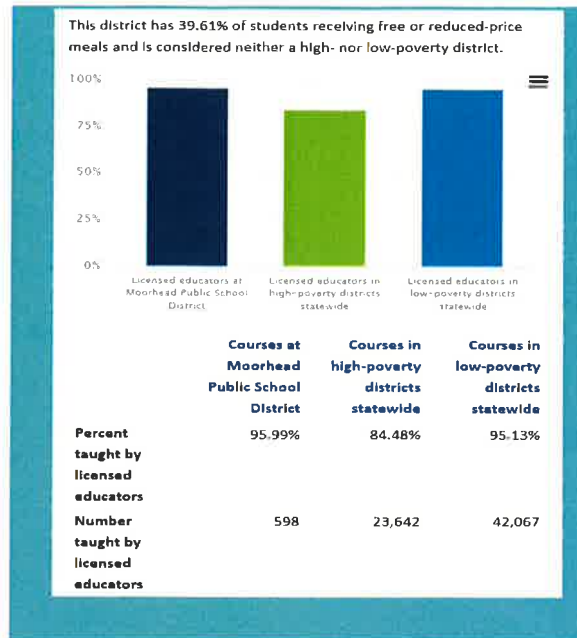
MAPS' Percentage of Experienced Educators

“Experienced” is defined as three or more years of teaching experience.



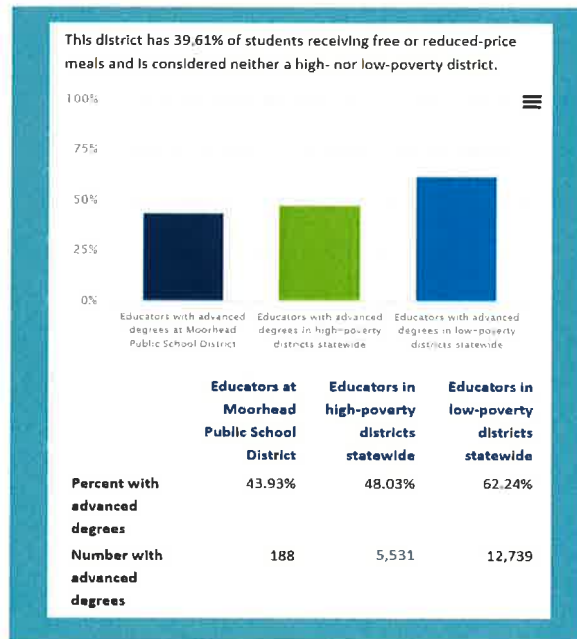
MAPS' Percentage of Licensed Educators

"Licensed" means the educator has a license or official permission in the subject area to teach the course(s)



Percentage of MAPS' Teachers with Advanced Degrees

"Advanced degree" means the teacher has a master's degree or more



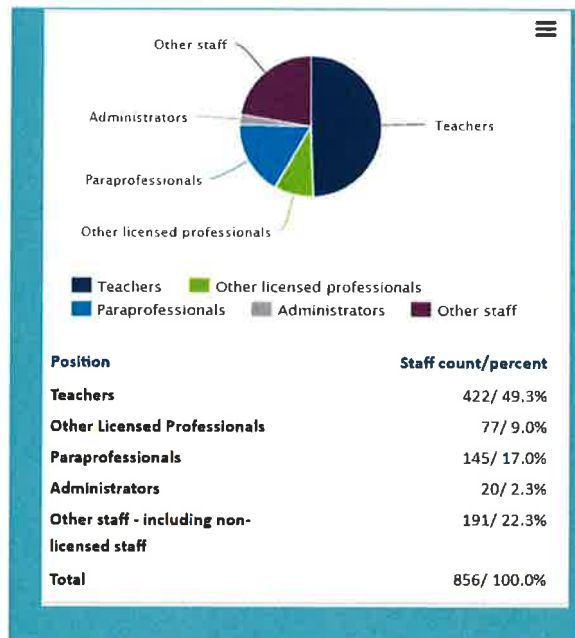
Race/Ethnicity, Free & Reduced Meals & Access to Experienced Teachers

MAPS' student body is 27.11% students of color or American Indian or Alaskan Native and 36% of MAPS' students receive free or reduced price meals



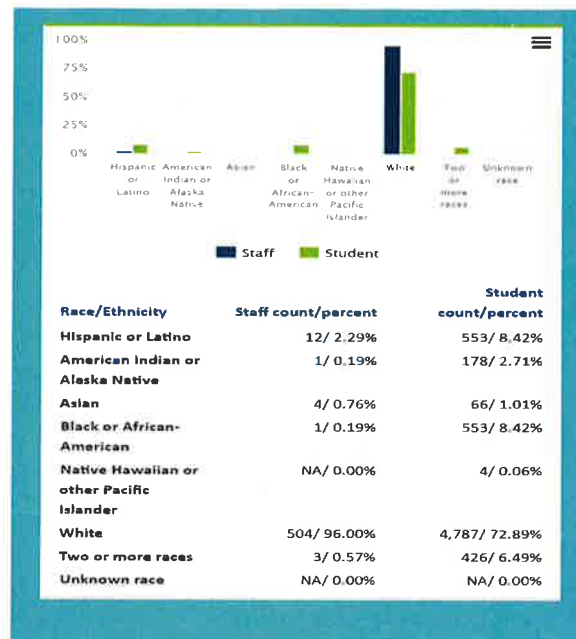
MAPS' Staffing Profile

Count of the total full-time equivalents of each licensed and non-licensed position



Race/ethnicity of MAPS' Staff & MAPS' Students

Display of the number of and percent of licensed staff and students in each federally defined race/ethnicity group

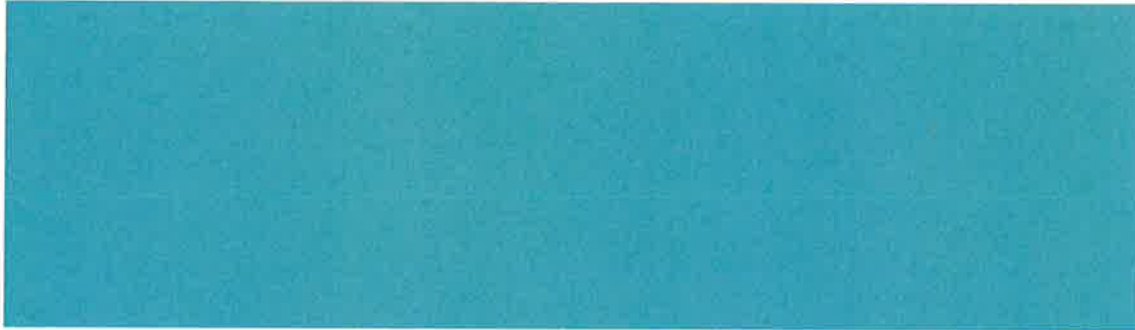


MAPS' Student - Educator Ratios

Student-educator ratios include K-12 teachers. Ratios of students to all licensed staff includes non-instructional & administrative assignments. This is not the average class size.

Ratio of students to licensed teachers	
Number of students per licensed teacher	16
October 1 student count	6,567
Total licensed teacher FTE count	399.31
Ratio of students to licensed teachers and support staff	
Number of students per licensed teacher and support staff	15
October 1 student count	6,567
Total licensed teacher and support staff FTE count	451.64
Ratio of students to all licensed staff	
Number of students per licensed staff	13
October 1 student count	6,567
Total licensed staff count	496.47

School Improvement Plans



School Improvement Plans

Each school is in the process of reviewing data sets and finalizing school improvement plans, "SIPS".

The Moorhead Area Public School District is finalizing a district school improvement plan "D SIP".

SIPS are summarized in the *Annual World's Best Workforce Report*.

Each school shares its improvement plan with the School Board over the school year.