

MUTUAL AGREEMENT FOR STUDENT TEACHING

This agreement is entered into between the Board of Saint Mary's University of Minnesota, 700 Terrace Heights, Winona, Minnesota 55987-1399 with a campus at 2500 Park Avenue, Minneapolis, MN 55404-4403 (hereafter University) and ISD 709, Duluth Public Schools, 215 North First Ave. East, Duluth, MN 55802 (hereafter School).

1. Saint Mary's University agrees that:

- a. It will place at the School only student teachers who are eligible for such placement under State and University rules, and School Board regulations. All placements will initiate through and be approved by the Schools Office of the Assistant Superintendent.
- b. It will pay to the cooperating teacher/school district an amount not to exceed \$250.00 per semester for each student teacher placed in the school and, \$100.00 to the school district for a four-week student teaching content specialty area placement.
- c. It will provide regular student teaching supervision by State qualified University designees.
- d. It will cooperate with the School in the development and implementation of the Student Teaching Program.
- e. That all records and data received by the University as a result of this agreement will be treated by the University in accordance with the terms of the Minnesota Government Data Practices Act and all federal laws and rules pertinent thereto.
- f. The University will complete a background check on the University student. The University will immediately notify the Facility if a student is or has been disqualified from participating in the program. The University is not required to disclose to the Facility the basis for the disqualification. The Facility may request a copy of a background check from the student, and the student shall be responsible for submitting the records to the Facility. Such data need only be submitted to the Facility upon request.
- g. The University will indemnify, defend, and hold harmless the School, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising, either directly or indirectly, from any act or failure to act by the University or any of its employees that may occur during the course of or which arise out of the performance of this Agreement.

2. The School agrees that:

- a. It will supply to the student teacher so placed by the University an opportunity to work in a teaching-learning situation under the supervision of a practicing teacher who holds a continuing license and has at least three years total teaching experience.
- b. It will cooperate with the University in the development and implementation of the Student Teaching Program.
- c. It shall provide appropriate supervision of the student teacher pursuant to rules promulgated by its board. Such rules may not conflict with any minimum requirements established by the State or the University with regards to the Student Teaching Program.
- d. It shall immediately notify the University if there is a change in licensure status of any practicing teacher providing supervision to any student teacher assigned hereunder.

- e. It shall not replace any of its employees, not fill any vacancies normally filled by an employee with a student teacher assigned under this agreement. Therefore, a student teacher shall not act as a substitute teacher.
- f. It shall reserve the right to deny a student teaching opportunity to an applicant and to terminate a student teaching assignment for cause or lack of funding.
- g. It shall consider and that all records and data regarding a student teacher, whether such records or data are received from the University of the student teacher or are generated by the School, as records and data subject to the provisions of Minnesota Status Section 13.01 et seq., Minnesota Rules part 1205.0100 et. seq. 20 U.S.C..1232 g and C.F.R. Section 99.1 et. seq. The School shall comply with the provisions of these State and Federal statues an regulations as applied to records and data regarding any student teacher placed at the School pursuant to this agreement as though such statues and regulations were fully applicable to the School.
- h. The School will indemnify, defend, and hold harmless the University, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising, either directly or indirectly, from any act or failure to act by the School or any of its employees, which may occur during the course or which may arise out of the performance of this Agreement.

3. General Provisions

- a. The terms of this agreement shall commence January 1, 2016 and end January 1, 2018 (a two year period).
- b. The School or University shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party.
- c. Any amendments to this agreement shall be in writing.
- d. Both parties agree to be bound by the laws and regulations of the State and Federal Governments including all provisions in regard to discrimination and the Americans With Disabilities Act (ADA) and/or Section 504 of the Rehabilitations Act of 1973.

APPROVED:

INDEPENDENT SCHOOL DISTRICT: **Duluth Public Schools -**

DATE: August 2, 2016 NAME: W. K. Hanson
 TITLE: CFO

SAINT MARY'S UNIVERSITY OF MINNESOTA

DATE: 5/2/16 NAME: Rebecca J. Hopkins, Ed. D.
 TITLE: Dean of Education
Rebecca Hopkins

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2017	57000		\$2000		TBD

71060



Minnesota
STATE COLLEGES
& UNIVERSITIES

**FACILITIES USE AGREEMENT
OFF-CAMPUS FACILITIES ONLY**

THIS FACILITIES USE AGREEMENT is between Independent School District #709 ("Licensor"), 215 N 1st Ave East, Duluth MN 55802-2069 ("Licensor") and the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Lake Superior College, 2101 Trinity Road, Duluth MN ("MnSCU").

1. **PERMITTED USE.** Licensor agrees to allow MnSCU use of the following (hereinafter defined as the "Space"):

Location: Field at former Central High School

Date and Time: August 1, 2016 – October 15, 2016

**Description
of Activity or Event:** LSC Men's and Women's Soccer Practice

2. **FEE.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of \$1000.00 (One Thousand and 00/100 Dollars) for use of the field, and up to \$1000.00 (One Thousand and 00/100 Dollars) for mowing and lining of the field (\$360 for initial set-up and \$160 per LSC request) as needed, which shall be payable within 30 (30) days of MnSCUs' receipt of Licensor's invoice.
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of July 1, 2016 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 15, 2016. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.
4. **AUTHORIZED REPRESENTATIVES.**
All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid,

(return receipt required) addressed as follows:

MnSCU's authorized agent:

Name/Title: Mike Seymour,
Vice President of Academic & Student Affairs
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: 218-733-7628

Licensor's authorized agent:

Name: Bill Hanson, Executive Director
Address: 215 N 1st Ave E, Duluth, MN 55802-2069
Telephone: 218-336-8704

5. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition. Licensor shall provide the following:
- ;
 - a. parking
 - b.
 - c. any necessary keys or access codes;
 - f. mowing of field per ISD709 schedule with additional requests to mow and line an additional One Hundred Sixty and 00/100 Dollars (\$160) per LSC request

Licensor shall allow MnSCU to place temporary signs directing students and other attendees to its event.

6. **SITE HOURS.** The Site hours are 8:00 am -- 9:30 pm. MnSCU may access the space during the specified hours and is responsible for securing the field and site if used after 4:30 pm .
7. **RULES AND REGULATIONS.** MnSCU agrees to comply with the site rules and regulations attached as **Exhibit C** during its use of the field parking lots and driveways which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
8. **LIABILITY.** Except as relates to the actual process and labor effort of mowing and field lining performed by the Licensor, the MnSCU agrees to accept all liability related to its use of the Space, and accepts the property AS-IS and MnSCU will perform any inspection, evaluation and repair necessary to allow the safety of its students and coaches or others while on the site. The Licensor shall not be considered responsible or required to make any changes or modifications to the Space. MnSCU accepts the space in its current condition. The MnSCU will perform all alterations or improvements it considers appropriate or necessary for the safe use the Space related to the MnSCU LSC Men's and Women's Soccer Practice and the participants related activity on the Licensor's premises associated with the Space. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.

9. **INSURANCE.** MnSCU maintains commercial general liability insurance in compliance with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured. MnSCU shall maintain this coverage at its sole expense during its use of the field parking lots and driveways. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit A**, attached hereto and made a part of this Facilities Use Agreement.

Licensor shall maintain coverages at its sole expense during the term of this Agreement. MnSCU and Licensor shall provide each other with certificates of insurance, upon request. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. MnSCU is self-insured for workers' compensation purposes, and any such insurance extends only to employees of MnSCU, not to students.

10. **MINNESOTA DATA PRACTICES ACT.** MnSCU and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.
12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH.** In the event that Licensor breaches this Agreement, MnSCU shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.
15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. **ENTIRE AGREEMENT.** This Agreement (including any exhibits, as shown below) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
- Agreement
 - **EXHIBIT A, General Insurance Requirements**
 - **EXHIBIT B, Site Plan showing Space permitted for use under this Agreement**

17. **SPECIAL PROVISIONS.** NONE


Signature Page for Facilities Use Agreement – Off-Campus Facilities Only

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

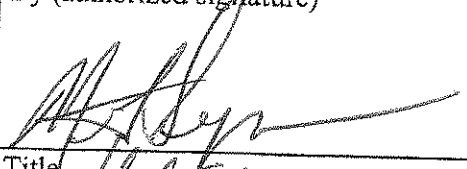
APPROVED:

1. LICENSOR: Independent School District #709

Licensor certifies that the appropriate person(s) have executed the Agreement on behalf of Licensor as required by applicable articles, bylaws, resolutions, or ordinances.

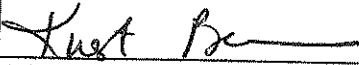
By (authorized signature)	
	
Title	CFO
Date	7/13/16

2. MNCSU: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF Lake Superior College

By (authorized signature)	
	
Title	V. P. A&A
Date	7/18/16

3. AS TO ENCUMBRANCE:

4.

By (authorized signature)	
	
Title	Admin Asst
Date	7/18/16

AS TO FORM AND EXECUTION:


By (authorized signature)	
Alan Filkayson 	
Title	Vice President of Administration
Date	7/18/16

EXHIBIT A

GENERAL INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance

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

2. General Liability Insurance

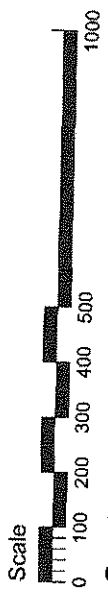
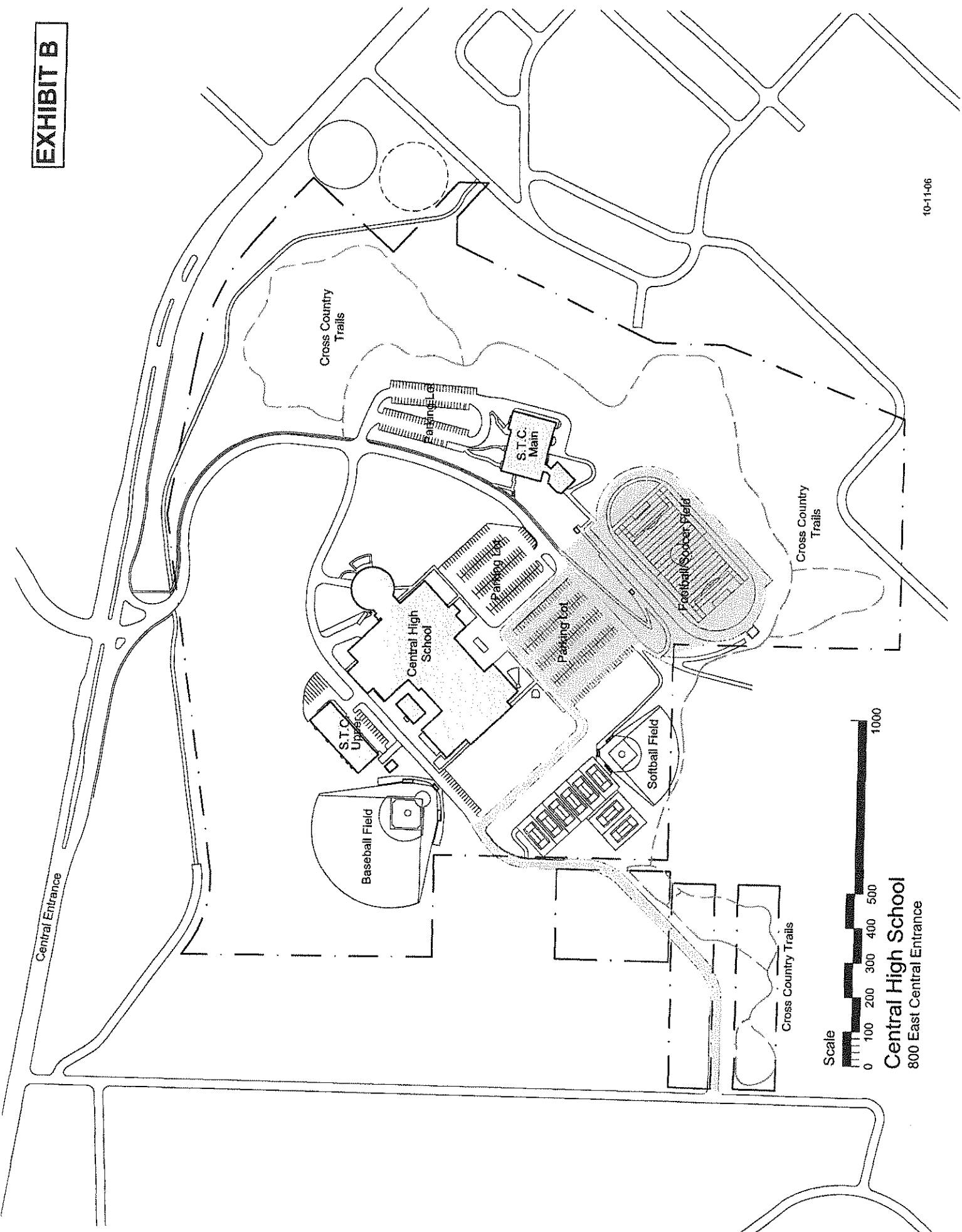
- A. Minimum Limits of Liability:
 - \$2,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
 - X Premises and Operations Bodily Injury and Property Damage
 - X Personal & Advertising Injury
 - X Blanket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

Additional Insurance Conditions

- The State of Minnesota's policy(ies) shall be primary insurance with respect to any claim arising out of the MnSCU Activity authorized under this Agreement.

EXHIBIT B

10-11-06



Central High School
800 East Central Entrance



State of Minnesota
 Risk Management Fund
 310 Centennial Office Building
 658 Cedar Street
 St. Paul, MN 55155
 (651) 201-2593

Certificate of Coverage

This is to certify that coverage described below is effective per the applicable statutory authority referenced. This certificate is not a policy or a binder of insurance and does not in any way alter, amend or extend the coverage afforded by any reference herein. The coverage is subject to all terms and conditions of the statutory authority.

Insured: MNSCU-Lake Superior College-X56000
 2101 Trinity Road
 Duluth, MN 55811

Policy Number: 0021PK17
Policy Term: 07/01/2016 to 07/01/2017
Date Certificate Issued: 07/13/2016
Certificate Number: 21376

Type of Coverage	Limits and Deductibles		
Commercial General Liability	Policy Limits	\$500,000	Bodily Injury and Property Damage per Person
		\$1,500,000	Bodily Injury and Property Damage per Occurrence
			Subject to Provisions of M.S. 3.732 and M.S. 3.736

STATUTORY REFERENCES

*Automobile Liability - Minnesota Statute 65B Self-Insured Number is A-1046 as assigned by the MN Department of Commerce
 General Liability - Minnesota Statutes 3.732 and 3.736.*

DATES OF COVERAGE: 07/01/2016 to 07/01/2017

DESCRIPTION OF COVERAGE: Evidence of Insurance as respects the Lake Superior College's Intercollegiate Soccer Program and the use of the the Lincoln Park Middle School Field and the Old Central High School Field for practices bduring Fiscal Year 2017 - 07/01/2016 - 07/01/2017.

Independent School District 709 and Duluth Public Schools are Additional Insureds as respects this event only.

ISSUED TO:

Independent School District 709
 Duluth Public Schools
 Attn: Kerry Leider - Risk Manager
 215 North 1st Avenue East
 Duluth, MN 55802

Email: Kerry.Leider@isd709.org

ISSUED BY: RISK MANAGEMENT DIVISION

Authorized Signature