



STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES

MEMORANDUM OF AGREEMENT

BETWEEN

BEMIDJI STATE UNIVERSITY

AND

ISD 709 Duluth Public Schools

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of **Bemidji State University** (hereinafter "University"), and **ISD 709 Duluth Public Schools**, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811 (hereinafter "District").

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the University has established a baccalaureate teacher education program for qualified students preparing for and/or engaged in teaching careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the University; and

WHEREAS, the District has suitable facilities for the instructional needs of the teacher education programs(s) of the University; and

WHEREAS, it is in the general interest of the District to assist in educating persons to be qualified or better qualified education personnel; and

WHEREAS, the University and the District are desirous of cooperating to furnish a classroom learning experience for teacher education students enrolled at the University consistent with Minn. Stat. §122A.69;

NOW, THEREFORE, it is mutually agreed by and between the University and the District:

1. UNIVERSITY RESPONSIBILITIES

- a. The University, which is accredited by the Higher Learning Commission, is responsible for offering a baccalaureate teacher education program that is approved by the Minnesota Board of Teaching.
- b. The University will be responsible for the general educational experience of teacher candidates assigned to the District sites for classroom experience, unless otherwise agreed to in writing by the parties.

- f. The District will assist in the evaluation of the teacher candidate's performance and provide time for consultation with the College/University concerning the teacher candidate, as needed.
- g. The District's cooperating teachers will complete, on behalf of the teacher candidate, the agreed-upon forms necessary to the submission of a Minnesota State professional teacher licensing application.
- h. The District shall be responsible for any required background check.
- i. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
 - i. The District agrees that in fulfilling the duties of this Agreement, the District is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

3. MUTUAL RESPONSIBILITIES

- a. The University and the District will work together on alignment of curriculum, clinical experiences, assessment, and cooperating teacher selection through regular collaboration and communication across key personnel in the District and Programs.
- b. The University has authority to withdraw, suspend or terminate a teacher candidate from the program for academic deficiencies, behavioral violations or other sufficient reason subject to applicable procedures afforded to the student teacher. The District may unilaterally suspend a teacher candidate's participation in the program at the District for behavioral or other conduct that, in its good faith judgement, constitutes a threat to the health or safety of District personnel or pupils. The District liaison will consult with the University liaison before suspending a student teacher's participation, except where consultation is not reasonably possible under the circumstances.
- c. It is understood and agreed by the parties that the District has final authority to determine the number of teacher candidates it will accept as program participants for each term and the District sites to which teacher candidates are assigned.
- d. Teacher candidates are participants in an educational program, and for the purposes of this Agreement, shall not be considered employees of either the University or the District except as provided in Minn. Stat. § 122A.69. Teacher candidates shall not be entitled or eligible to participate in any benefits or privileges given or extended to employees of the District or University except as provided in Minn. Stat. § 122A.69.

4. INSURANCE. Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

a. Commercial General Liability Insurance

The University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

- b. **Traditional Student Teaching Cooperating Teacher Honorarium:** In consideration of the above, the University will pay an honorarium to the District or Cooperating Teacher in an amount not to exceed two hundred twenty five dollars (\$225.00) for each full-time teacher candidate. Honorariums for placements less than 16 weeks will be prorated. The District shall receive payment of the honorarium, unless the District policy requires another arrangement. Honorariums shall be encumbered by a purchase order before the beginning of each student teaching assignment. Payment shall be made promptly after the University verifies the teacher candidate has completed the student teaching assignment and the University notifies Accounts Payable to make the payment.

Total weeks of supervision provided per individual teacher candidate.	Honorarium paid by University to District or cooperating teacher
16 Weeks	\$ 225
12 Weeks	\$ 150
4 Weeks	\$ 75

- c. **Traditional Field Experience Cooperating Teacher Honorarium:** The University will reimburse field experience cooperating teachers fifty dollars (\$50) per student, per course for campus-conventional field experience. This honorarium will be paid to the District OR to the cooperating teacher as determined by the District. Distribution will be made by the District, unless the District policy requires another arrangement. Honorariums shall be encumbered by a purchase order before the beginning of field experience. Payment shall be made promptly after the University verifies the teacher candidate has completed the field experience assignment and the University notifies Accounts Payable to the make payment.

9. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

10. ASSIGNMENT

Neither the University nor the District shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

11. STATE AUDIT

The books, records, documents and accounting procedures and practices of the District relevant to this Agreement shall be subject to examination by the University and the Legislative Auditor.

12. DATA PRIVACY

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The District and University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the District in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the District or the University.

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

APPROVED:

1. DISTRICT:

District certifies that the appropriate person(s) have executed the contract on behalf of the District as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)	<i>Anthony Bonds</i> Anthony Bonds
Title	Assistant Superintendent
Date	6/14/23

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

By (authorized signature and printed name)	Dana Danielson
Title	Accounting Technician ^[OBJ]
Date	

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES
BEMIDJI STATE UNIVERSITY:**

By (authorized signature and printed name)	MaryTheresa Seig
Title	Dean of the College of Arts, Education and Humanities
Date	

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)	Gina Walkup
Title	Purchasing Supervisor
Date	