



Letter of Agreement – Duluth Public Schools- ISD 709

This Letter of Agreement (LOA) outlines the responsibilities to be assumed by Midwest Dairy Council on behalf of the Minnesota Super Bowl Legacy Fund working with Duluth Public Schools to ensure implementation of a breakfast service outside the cafeteria with Super School Breakfast funds.

Midwest Dairy Council agrees to assume the following responsibilities:

1. Provide funds on behalf of the Minnesota Super Bowl Legacy Fund in the amount on the submitted purchase order or vendor estimate (not to exceed \$10,000) to support successful implementation of improving or expanding school breakfast outside of the cafeteria to increase school breakfast participation.
2. Provide support to help implement Super-School-Breakfast to improve access to and consumption healthy foods based on the USDA National School Breakfast menu.

Duluth Public Schools- ISD 709 agrees to assume the following responsibilities:

1. Utilize funds to implement a breakfast program outside the cafeteria that improves access to and consumption of reimbursable breakfast.
2. Ensure a positive dairy experience by including a plan for keeping milk cold as part of your project, storing and serving dairy at 35-40°F degrees and documenting temperatures throughout service times.
3. Funded schools are to be enrolled in Fuel Up to Play 60 and will be responsible kicking off the funded program with a Super School Breakfast Party event, involving students in marketing of program.
4. Utilize Fuel Up to Play 60 branded equipment as part of agreed upon strategy using resources provided by Midwest Dairy Council. Any cost above the grant amount will be incurred by the school district and any remaining funds in excess of \$500 will be returned to Gen YOUth.
5. Submit copies of Purchase Order(s) and photographs of the purchased equipment in use within two weeks of project start. The targeted start date for equipment to be in use is April 2017.
6. Work with students and key adult stakeholders (principals/administrators, teachers, custodians, parents and/or student groups) to support the school involved in the agreed upon strategy.

The signatures on the next page indicate that Midwest Dairy Council and Duluth Public Schools accept the responsibilities outlined above and will make every effort to increase access to and participation in the funded program and successfully implement the agreed upon strategy(s). It is also understood that the failure to implement the agreed upon strategy(s) will result in loss of funding.



Midwest Dairy Council Representative:
Sign and print corresponding names below.

By: _____ / Melissa Young _____

Title: _____ Vice President, Health & Wellness _____ Date: _____

School Nutrition Director:

By: _____ / _____

Title: School Nutrition Director _____ Date: _____

School District Official:

By: Douglas A. Hasler / _____

Title: CEO _____ Date: 1/31/2017

District EIN # 8014301



Minnesota
STATE COLLEGES
& UNIVERSITIES

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO

MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001 (“the University”) and Duluth Public Schools, ISD 709, 215 North 1st Ave. East, Duluth, MN 55802, (“the School”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the University and to identify the responsibilities of the University and the School.

A. THE PARTIES UNDERSTAND THAT:

1. The University has a Student Teaching Program (the “Program”) for qualified students enrolled in the University; and
2. The University has been given authority to enter into Agreements regarding academic programs; and
3. The School has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the University; and
4. It is in the general interest of the School to provide a training site where University students can learn and develop skills and qualifications needed to achieve the student’s occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The University and the School want to cooperate to furnish a training experience at the School for students of the University enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY

1. **The University agrees to:**
 - a. Make arrangements with the School to place teacher candidates who are eligible for placement under Minnesota law and University policies and procedures that will support the student’s occupational goals and meet any applicable Program requirements.

- b. Provide general student teaching supervision by University designees.
- c. Cooperate with the School in the development and implementation of the Student Teaching Program.
- d. Make available upon request, a copy of a national background check conducted by Verified Credentials, Inc. on each teacher candidate.
- e. Make periodic visits to the School's training site to observe the student or receive periodic reports from the School and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the School, as needed.
- f. Discuss with the School any problems or concerns arising from the student's participation.
- g. Notify the School in the event the student is no longer enrolled in the Program at the University.
- h. Keep any necessary attendance and progress records as set forth in the University attendance policy.
- i. Assist in the evaluation of the student's performance in the training experience.

2. The School agrees to:

- a. Provide the teacher candidate, 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 in the content area and has at least three (3) years total teaching experience.
- b. Cooperate with the University in the development and implementation of the Student Teaching Program including co-teaching.
- c. Cooperate with the University with the execution and completion of the state mandated edTPA, the teacher performance assessment required for initial licensure teacher preparation programs. See Attachment B attached to this Agreement and made part of it.
- d. Encourage cooperating teachers to engage in professional development associated with student teaching. The School shall provide appropriate supervision of the teacher candidate pursuant to rules promulgated by its board. Such rules may not conflict with any minimum requirements established by the State or the University with regard to the Student Teaching Program.
- e. Immediately notify the University if there is a change in the licensure status of any practicing teacher providing supervision to any student teacher assigned hereunder.
- f. Not replace any of its employees nor fill any vacancies normally filled by an employee with a teacher candidate assigned under this Agreement. Therefore, a teacher candidate shall not act as a substitute teacher.
- g. Consider and treat any teacher candidate placed at the School pursuant to this Agreement as an employee for purposes of worker's compensation, liability insurance coverage and the provision of legal counsel.
- h. Reserve the right to deny a student teaching opportunity to an applicant and to terminate a student teaching assignment for cause.

- j. Cooperate with the University in providing a mutually agreeable training experience at the School that supports the student's educational and occupational goals.
- k. Consult with the University about any difficulties arising at the School's training site that may affect the student's participation.
- l. Assist in the evaluation of the student's performance and provide time for consultation with the University concerning the student, as needed.

3. **LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

4. **TERM OF AGREEMENT**

This Agreement is in effect from **January 1, 2017**, or when fully executed, and shall remain in effect until **December 31, 2021**. This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

5. **FINANCIAL CONSIDERATION**

The University will pay to the School or cooperating teacher an amount not to exceed One Hundred Seventy-five and 00/100 Dollars (\$175.00) for each full-time student teacher placed in the School.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

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

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The School agrees that in fulfilling the duties of this Agreement, the School is responsible for complying with the Americans 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, or other areas covered by the ADA.

9. **MINNESOTA GOVERNMENT DATA PRACTICES ACT**

The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ["the Act"]) that classify the University's written and electronic information as public, private or confidential. Except as otherwise

provided in law or University policy, data on students is private and may not be shared with any other party. If the School receives a request from a third party for any data provided to the School by the University, the School agrees to immediately notify the University. The University will give the School instructions concerning the release of the data to the requesting party before the data is released and the School agrees to follow those instructions.

10. **STUDENT TEACHING ASSIGNMENT CONTRACT**

The student assigned to a training experience/internship at the School shall be required to sign a **Student Teaching Assignment Contract** (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the School.

11. **NON-DISCRIMINATION**

The School recognizes that it is the policy of the University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The School agrees to adhere to this policy in implementing this Agreement.


[Remainder of page intentionally left blank]

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the School and University.

APPROVED:

1. SCHOOL: DULUTH PUBLIC SCHOOLS, ISD 709

Approved:

By: William Gronseth Douglas A. Hasler	
Title: CFD / EEC DIR Superintendent of BUSINESS SERVICES	
Date: 01/16/17	

**2. UNIVERSITY: MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO**

Recommended:

By: Elizabeth S. Finsness
Title: Director of Field Experience & International Experience
Date:

Approved:

By: Richard J. Straka
Title: V.P. for Finance and Administration
Date:

3. AS TO FORM AND EXECUTION:

By: Vickie Hanson
Title: Office Administrator
Date:

Attachment B

Minnesota §122A.09 Subd. 4(c) requires teacher preparation programs to *include a content-specific, board-approved, performance-based assessment that measures teacher candidates in three areas: planning for instruction and assessment; engaging students and supporting learning; and assessing student learning.* Beginning January 1, 2014, teacher preparation programs throughout the state have been required to conduct the edTPA with every teacher candidate. The edTPA process provides evidence based feedback as well as opportunities for teacher candidates to engage in self-reflection. The educative process provided by the edTPA fosters professional growth and better prepares candidates for the challenges of classroom instruction.

Minnesota State University, Mankato requests schools and school districts to join Minnesota State University, Mankato in supporting teacher candidates who will be completing the edTPA process. Your support is critical in these key ways.

- Support teacher candidates in completing the edTPA by **reviewing policies for the use of video** in your classrooms to ensure that current district procedures for obtaining parental permission are adequate and by working with candidates to secure parental permission.
- **Collaborate with teacher preparation programs** in ensuring mutually beneficial student teaching placements. Well-integrated student teaching experiences help to foster candidate success in the edTPA process and contribute to veteran teacher professional development.

Cooperating teachers in your schools can assist teacher candidates by **providing practical support, feedback, and assistance** during their student teaching experiences.



Minnesota
STATE COLLEGES
& UNIVERSITIES

P.O. Number 195546

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO
PROFESSIONAL/TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of *Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001* (hereinafter "MnSCU"), and *Duluth Public Schools, 215 North 1st Ave. East, Duluth, MN 55802*, an independent contractor, not an employee of the State of Minnesota (hereinafter "CONTRACTOR").

WHEREAS, MnSCU, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, MnSCU is in need of professional/technical services, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract is effective on January 9, 2017 or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until July 21, 2017 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MnSCU's authorized representative.
- II. **CONTRACTOR'S DUTIES.** The CONTRACTOR will:
 - A. Provide field instruction and supervision to Master's in Social Work practicum students who are participating in the Southern Minnesota Behavioral Health Initiative. CONTRACTOR will provide opportunities to the students to develop clinical skills in working with children, adolescents, and young adults.
- III. **CONSIDERATION AND TERMS OF PAYMENT.**
 - A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MnSCU as follows:
 1. Compensation shall not exceed One Thousand and 00/100 Dollars (\$1,000.00).
 2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract in an amount not to exceed Zero Dollars (\$0.00) provided that CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Employee

Relations attached hereto. The CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out-of-state travel from MnSCU's authorized representative.

3. The total obligation of MnSCU for all compensation and reimbursement to the CONTRACTOR shall not exceed One Thousand and 00/100 Dollars (\$1,000.00).

B. Terms of Payment.

1. Payment shall be made by MnSCU promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MnSCU's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MnSCU, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MnSCU to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

- a. Upon Invoice.

IV. AUTHORIZED REPRESENTATIVES. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

- A. MnSCU's authorized representative for the purpose of administration of this contract is:

Name: David L. Beimers
Chairperson, Department of Social Work
Address: Minnesota State University, Mankato
358 Trafton Science Center
Mankato, MN 56001
Telephone: 507-389-6190
E-Mail: david.beimers@mnsu.edu

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

- B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: ~~Jacqueline Dolentz~~ Jason Crane
Address: Duluth Public Schools
215 North 1st Ave. East
Duluth, MN 55802
Telephone: 218-336-8700
E-Mail: jacqueline.dolentz@isd709.org
Jason.Crane

V. CANCELLATION AND TERMINATION.

- A. This contract may be canceled by MnSCU at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the

CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. Termination for Insufficient Funding. MnSCU may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MnSCU receiving notice that sufficient funding is not available. MnSCU is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MnSCU will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VI. ASSIGNMENT. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of MnSCU.

VII. LIABILITY. The CONTRACTOR shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MnSCU, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MnSCU's failure to fulfill its obligations pursuant to this contract.

VIII. WORKERS' COMPENSATION. The CONTRACTOR certifies it is in compliance with Minnesota Statutes §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MnSCU employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MnSCU's obligation or responsibility.

IX. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify MnSCU as the sponsoring agency and shall not be released prior to receiving the approval of MnSCU's authorized representative.

IX. MINNESOTA STATUTE §181.59.

The Contractor will comply with the provisions of Minnesota Statutes §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a

misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

XI. DATA DISCLOSURE.

A. As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

B. Independent Contractors. Minn. Stat. §256.998 requires MnSCU to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

XII. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR 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 CONTRACTOR or MnSCU.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MnSCU. MnSCU will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XIII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS. CONTRACTOR shall own all rights, including all intellectual property rights, in all the materials CONTRACTOR presently owns including any curriculum materials, inventions, reports, studies designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded materials, and other work in whatever form owned by the CONTRACTOR. MnSCU will retain ownership of any materials presently owned by MnSCU. This contract will not transfer, modify or change any pre-existing intellectual property rights of any materials of the CONTRACTOR or MnSCU.

XIV. ANTITRUST. The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

XV. JURISDICTION AND VENUE. This contract, and 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.

- XVI. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVII. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the CONTRACTOR 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 contract.
- XVIII. SURVIVAL OF TERMS. The following clauses survive the expiration, cancellation or termination of this contract: Liability; Publicity; Data Disclosure; Government Data Practices Act; Ownership Of Materials and Intellectual Property Rights; Jurisdiction and Venue; and State Audits.
- XIX. ENTIRE AGREEMENT. This Contract represents the entire agreement between the parties and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties. This Contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Contract and any riders, exhibits, addenda, or other document incorporated herein, this Contract shall govern.
- XX. OTHER PROVISIONS.

N/A

[The rest of this page intentionally left blank. Signature page to follow.]

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

APPROVED:

1. **CONTRACTOR: DULUTH PUBLIC SCHOOLS**

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

By:	<i>Joseph A. Hahn</i>
Date:	1/24/2017

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2. **MnSCU: MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO**

Recommended:

By: David Beimers
Title: Chairperson, Department of Social Work
Date:

Recommended:

By: Kimberly Greer
Title: Dean, College of Social & Behavioral Sciences
Date:

Approved:

By: Richard J. Straka
Title: V.P. for Finance and Administration
Date:

3. **VERIFIED AS TO ENCUMBRANCE, FORM AND EXECUTION:**

Employee certifies that funds have been encumbered as required
By Minnesota Statute §16A.15.

By: Vickie Hanson
Title: Office Administrator
Date: