

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT**

This Joint Powers Agreement (“Agreement”) is between the State of Minnesota, acting through its commissioner of the **Minnesota Department of Education**, whose designated business address is 1500 Highway 36 West, Roseville, MN 55113 (“State” or “MDE”) and **Duluth Public School District #0709-01** (“Governmental Unit”), whose designated business address is 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

**Recitals**

1. Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary.
2. MDE received a federal Preschool Development Grant (“PDG”) that will fund this project. The PDG focuses on supporting families with young children who are experiencing racial, geographic, and economic inequities so they can be born healthy and thrive within their families and community by aligning and coordinating multiple systems to help families with young children (prenatal to age 5) navigate through the system more efficiently.
3. As a part of the PDG, MDE will need to share best practices and promote and fund collaboration and efficiency strategies and services that will ensure a highly skilled workforce to meet demand and quality needs of early childhood care and education programs.
4. The State is in need of Local Education Agencies (LEAs) and/or tribal entities and communities to begin implementing components of comprehensive, inclusive prekindergarten to grade three (P3) systems. P3 systems are a K-12 reform effort intended to improve the quality and coherence of children’s learning and care experiences from the prenatal stage through grade three.
5. The Governmental Unit is an LEA and represents that it is duly qualified and agrees to perform the services in this Agreement to the satisfaction of the State.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** upon execution, the last date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 **Expiration date:** December 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Agreement between the Parties**

**The Governmental Unit’s responsibilities will include:**

- 2.1 Identify staff who will serve as the P3 project coordinator and/or P3 implementation specialist.
- 2.2 Select P3 strategies and develop a P3 Regional Collaborative Implementation plan with support of the MDE Authorized Representative (AR). The P3 Regional Collaborative Implementation plan should be completed and emailed to the MDE AR no later than two (2) weeks after execution of this Joint Powers Agreement.
  - a. The P3 strategies will be selected by the Governmental Unit to determine the best approach for their community. Required P3 strategies areas are: partnerships and collaborations, transitions, and high-quality programming and/or teaching. Other P3 strategies include, but are not limited to: learning environments, instructional effectiveness, family engagement, data-driven improvement, and access to programming and services.

- 2.3 Provide and support necessary staff to fill roles of the selected strategies. Strategies will require sufficient time dedicated for individuals to perform the duties of such roles.
- 2.4 Provide a minimum of two workshops/trainings that focus on P3 implementation elements and invite community partners and at least one neighboring district to participate. The Governmental Unit can provide in-house workshops/trainings for this task. These two workshops/trainings should be completed no later than December 23, 2019.
  - a. The Governmental Unit should notify the MDE AR when the workshops/trainings will be held and provide a list of attendees no later than three business days before the events are conducted.
- 2.5 Participate in a case study that will highlight progress and accomplishments of P3 work. The information from the case study will be collected no later than December 20, 2019.
- 2.6 Participate in an MDE created pre- and post-evaluation that will be in the form of a digital or online survey of the P3 work. The pre-assessment should be completed no later than two (2) weeks after execution of this Joint Powers Agreement. The post-assessment should be completed no later than December 20, 2019.
- 2.7 Participate in at least two professional development opportunities related to P3 work. MDE will notify the Governmental Unit of other professional development opportunities if they become available.
  - a. Participate in the MDE provided Equity Focused training that will be held December 3-4, 2019, at Metro State University in St. Paul, Minnesota. Attendance at the Equity Focused training will be considered as one of the two professional development opportunities.
- 2.8 Create a P3 leadership team comprised of district, community, and county representatives, with at least one member also serving on the district's World's Best Workforce (WBWF) advisory council. The list of P3 leadership team members should be submitted to the MDE AR no later than December 20, 2019.
- 2.9 Identify components and/or priorities of a comprehensive, inclusive three year P3 plan that should be submitted to the MDE AR no later than December 20, 2019. MDE understands and acknowledges that the Governmental Unit may not be able to generate an exhaustive list of components and/or priorities by December 20, 2019.
- 2.10 Attend and participate in the P3 Regional Collaborative kickoff event to be held in accordance with clause 2.15 of this Agreement.

**MDE's responsibilities will include:**

- 2.11 Provide weekly individualized check-in calls with P3 project coordinator and/or P3 implementation specialist to support implementation activities.
- 2.12 Review P3 Regional Collaborative Implementation plan and provide feedback.
- 2.13 Provide support, individualized training and technical assistance to implement P3 programming and systems.
- 2.14 Conduct monthly conference calls with implementation specialists and invited others that are working on this project.
- 2.15 Conduct a P3 Regional Collaborative kickoff event that is anticipated to go from 10am to 3pm CT for Governmental Unit staff to attend. The date and location of the event will be mutually agreed upon between the MDE AR and Governmental Unit and will be held no later than three (3) weeks after execution of this Agreement. The kickoff event may be delivered in person or via webinar as mutually agreed upon between MDE and the Governmental Unit.
- 2.16 Assist the P3 Regional Collaborative staff with gathering and analyzing data.
- 2.17 Provide an evaluation plan survey tool to the P3 Regional Collaborative and analyze data.
- 2.18 Help the P3 Regional Collaborative make connections with other districts and community partners.

The due dates of tasks listed in this Joint Powers Agreement may be adjusted as needed based upon mutual written agreement between MDE and the Governmental Unit. If any dates are adjusted then the tasks should be completed before the Joint Powers Agreement end date.

### 3 Payment

Work of a P3 project coordinator and/or P3 implementation specialist is essential for the ongoing and successful implementation of P3 strategies. Funds may be used to support a portion of a professional position that will conduct this work. Funds may also be used to support this work outside the typical school contract day for the P3 project coordinator and/or P3 implementation specialist and/or other staff working on this project outside of school contract day hours.

**3.1 Consideration.** The State will pay for all services performed by the Governmental Unit under this Agreement as follows:

- (a) *Compensation.* The Governmental Unit will be paid a lump sum not to exceed \$20,000.00 for completing the services listed in Clause 2.
- (b) *Travel expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Governmental Unit as a result of this Agreement will not exceed **\$0.00**; provided that the Governmental Unit will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated in to this Agreement by reference. The Governmental Unit will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) *Total obligation.* The total obligation of the State for all compensation and reimbursements to the Governmental Unit under this Agreement will not exceed **\$20,000.00**.

### 3.2 Payment

- (a) *Invoices.* The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

The Governmental Unit will submit one (1) invoice upon completion of the above services. The final invoice is due no later than 30 calendar days after the expiration date of the Agreement.

Invoice will include the following information:

- 1. MDE's Authorized Representative's name;
- 2. The SWIFT Purchase Order ("PO") and Agreement numbers;
- 3. Date(s) of service; and
- 4. A description of services performed.

The preferred method of obtaining an invoice is by email to the MDE Accounts Payable Department (MDE.AccountsPayable@state.mn.us). The subject line of the email with the invoice attached will contain the MDE's Authorized Representative's name, PO, and Agreement numbers.

**Should an invoice need to be submitted via U.S. Mail, please use the following address:**

MN Department of Education  
Attn: Accounts Payable Department  
1500 Highway 36 W.  
Roseville, MN 55113-4266

(b) *Federal funds.* Payments under this Agreement will be made from federal funds obtained by the State through CFDA Number 93.434. The Governmental Unit is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Governmental Unit's failure to comply with federal requirements. This project is made possible using federal funding, 93.434 – ESSA Preschool Development Grants Birth through Five. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Office of Child Care, the Administration for Children and Families, or the U.S. Department of Health and Human Services.

#### 4 Authorized Representatives

The State's Authorized Representative is Mike Brown, Education Specialist, 1500 Highway 36 West, Roseville, MN 55113, 651-582-8224, [Mike.Brown@state.mn.us](mailto:Mike.Brown@state.mn.us) or his successor.

The Governmental Unit's Authorized Representative is Jeffrey Horton, Assistant Superintendent, 215 North 1<sup>st</sup> Avenue East, Duluth, MN, 55802, 218-336-8739, or his successor.

#### 5 Assignment, Amendments, Waiver, and Contract Complete

5.1 *Assignment.* The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

5.2 *Amendments.* Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

5.3 *Waiver.* If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

5.4 *Contract Complete.* This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

#### 6 Indemnification

In the performance of this contract by the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Governmental Unit's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

**7 State Audits**

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

**8 Government Data Practices**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

**9 Venue**

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**10 Termination**

10.1 **Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 **Termination for Insufficient Funding.** The State may immediately terminate this agreement 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 Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**11 Accessibility Standards**

The Governmental Unit agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 which can be viewed on the Minnesota IT Services website (<https://mn.gov/mnit/about-mnit/accessibility/>).

Contact the MDE Communications Office ([ZXQualityTeam.mde@state.mn.us](mailto:ZXQualityTeam.mde@state.mn.us)) for specific guidance on creating content that meets our accessibility requirements.

## 12 Other Provisions

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- a. Use only print-quality department logo. Request a copy from the MDE Communications Office (ZXQualityTeam.mde@state.mn.us).
- b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
- c. Video content must be open or closed captioned.
- d. Copy must be free of typographical and grammatical errors.
- e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
- f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
- g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the vendor must also provide the Word or PowerPoint file. This requirement does not pertain to multimedia content, such as video or audio recordings.
- h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows.
- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

## 13 Plain Language

The Governmental Unit must provide all deliverables in "Plain Language." Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:

- a. Use language commonly understood by the public;
- b. Write in short and complete sentences;
- c. Present information in a format that is easy to find and easy to understand; and
- d. Clearly state directions and deadlines to the audience.

*Signature page to follow*

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.*

Signed: Jennifer A. Fleckner

Date: Oct 10, 2019

SWIFT Contract No. 167861 tied to PO #3000021676 (FY20)

**2. GOVERNMENTAL UNIT**

By: Catherine Erickson

Title: Catherine Erickson, CFO

Date: 11/07/19

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**

As delegated to the Office of State Procurement

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ACT<sup>®</sup> District Testing Program  
Description of Services  
Late Spring 2020**

This Description of Services (DOS) is incorporated into the Master Services Agreement ("Agreement") having an Effective Date of 12/14/2018, by and between ACT, Inc. ("ACT") and DULUTH INDEPENDENT SCHOOL DISTRICT 709 ("Customer"). This Assessments and Services provided pursuant to this DOS shall be incorporated into and governed by the terms of the Agreement.

- I. **Background.** ACT, Inc. will support the Customer's administration of the ACT assessments to its eligible 10th, 11th, and/or 12th grade students. Under this Description of Services, "the ACT" is used to refer to paper-based and/or online assessments that include English, Mathematics, Reading and Science assessments, as well as an Interest Inventory. The ACT taken with the writing assessment is included, if selected by Customer, for an additional fee. Customer has elected to receive the ACT (with writing) Assessment. This DOS memorializes the services and deliverables provided as part of the Assessment program (the "Program").
- II. **Services Term.** This Description of Services shall be effective on 11/11/2019 and shall remain in effect through the final delivery of Score Reports.
- III. **Deliverables.** The following Assessments and Services will be provided by ACT to Customer:
  1. Program Planning Documentation. ACT will provide Customer with a Schedule of Events and other program documentation when available on the ACT District Testing website.
  2. Organization File Layout. ACT will provide Customer with an Organization File layout and instructions for use.
  3. Student Data Upload (SDU) File Layout. ACT will provide Customer with a SDU file layout template and instructions for use.
  4. Online Platform. ACT will provide an online platform which Customer shall use to indicate appropriate Designated Personnel information, complete Manage Participation, upload SDU File, and order Test Materials.
  5. Test Administration Available Dates. The Assessments will be available on the following Test Dates:
    - Initial Standard Administration Test Date (Paper): March 24, 2020
    - Initial Accommodation Administration Test Window (Paper): March 24 – 27, 30 – 31, April 1 – 3, 2020
    - Initial Standard & ACT-Approved Accommodation Administration Test Window (Online): March 24 – 26, 31, April 1 – 2, 2020
    - Makeup Standard Administration Test Date (Paper): April 7, 2020
    - Makeup Accommodation Administration Test Window (Paper): April 7 – 10, 13 – 17, 2020
    - Makeup Standard & ACT-Approved Accommodation Test Window (Online): April 7 – 9, 14 – 16, 2020
  6. Test Materials. ACT will provide paper test materials to each Designated Test Site. For online testing, as applicable, ACT will provide Customer with access to the Assessments through the ACT Online Assessment System.
  7. Pre-paid Shipping Labels. ACT will provide each Designated Test Site with pre-paid return shipping labels for the return of test materials to ACT.
  8. Accommodations. ACT will provide available and ACT-approved accessibility supports and accommodations, based on decisions made by ACT accommodation specialists and, in some cases, by the local educational authorities, as detailed in ACT policies.
  9. Training. ACT will provide standard online training and/or instructional materials to Designated Personnel.
  10. Communications. ACT will communicate upcoming activities and deadlines related to the assessments



directly to Designated Personnel through email and/or on the ACT District Testing website.

11. Customer Service. ACT will provide a toll-free number and email contact information for use in preparation and administration of the ACT, Monday through Friday, from 7:00 a.m. to 5:00 p.m. CST (except ACT holidays).
12. Score Reports. ACT will provide the following score reports as part of the Services:
  - a. Student Deliverable. 3-8 weeks after ACT receives answer folders, ACT will ship a paper copy of the Student Score Report to the student's address, if such address was provided to ACT.
  - b. School Deliverables. The following reports will be available 3-8 weeks after ACT receives answer folders:
    - ACT High School Check List Report
    - ACT High School Report – Student
    - ACT Student Score Report Labels

The following reports will be posted to the online reports portal. The estimated report delivery date will be available in the Score Reports Schedule found on the ACT District Testing website:

- ACT Profile Report – High School
- ACT Student Level Data File – High School
- ACT Non-College Reportable Score Notification Letter (2), if applicable. (Two copies of the letter will also be shipped to the School Test Coordinator. It is the responsibility of the School Test Coordinator to provide a copy of the letter to the student.)

- c. District Deliverables. The following reports are posted to the online reports portal. The estimated report delivery date will be available in the Score Reports Schedule found on the ACT District Testing website. Please note that district reports will only be generated and posted if this contract has more than one school participating in this district testing program:
  - ACT Profile Report – District
  - ACT Student Data File – District

**IV. Customer Actions and Required Information.** Customer shall provide the following information, data or deliverables (“Customer Required Information”) to ACT by the indicated due date. ACT’s ability to provide the Assessments and Services is dependent upon timely receipt of the Customer Required Information, data, or deliverables. Customer’s failure to meet the due date may result in ACT’s inability to provide the Assessments and Services, and consequently the cancellation of this Description of Services.

1. Customer Designated Personnel. Customer will designate District Testing Coordinator and a School Testing Coordinator that will be responsible for communicating with ACT regarding this Program (“Designated Personnel”), and will provide ACT with contact information for these individuals. In the event Customer changes the Designated Personnel, Customer will provide ACT with email notification of the District Coordinator change and make the School Test Coordinator change in the ACT Online Platform.
2. Organization File. Customer will provide a file to ACT, in the ACT-designated file format, containing eligible participating sites and Designated Personnel. Customer shall provide the Organizational File to ACT no later than **February 7, 2020**.
3. Manage Participation Deadline. Customer Designated Personnel will confirm participation, select material delivery date, select initial test date and the accommodations testing window in the ACT Online Platform. The deadline to complete the management of participation details is **February 14, 2020**.
4. Student Data Upload (SDU). Customer shall upload a file, in the ACT designated format, to the Online Platform containing the required student data for all students the Customer anticipates testing no later than **February 14, 2020**. Barcode labels will be provided for students reflected in the SDU by this date. Customer will be unable to test if Customer fails to complete the SDU by **February 14, 2020**.
5. Accommodations Requests. If applicable, Customer Designated Personnel shall submit requests for ACT-approved accommodations through the ACT accommodations process by **February 14, 2020**.

6. Change Participation Requests. If Customer wishes to change the test date, change test option, or cancel participation, Customer shall complete the District Testing Change in Participation Form on the District Testing Web page no later than **February 7, 2020**. A new DOS will be required.

#### V. Fees and Invoicing.

1. Customer Enrollment Determination. The fees owed by Customer for the Assessments and Services provided pursuant to this Description of Services will be based on the total number of students included in the Customer's SDU file(s) in the ACT Online Platform as of the last day of the Makeup Accommodation Test Window, **April 17, 2020**, as applicable (total "Enrollment"). The Enrollment is not based on the number of assessments eligible to be scored.
2. Fee Calculation. ACT will charge Customer the Unit Price per Student indicated on the Table below for the total Enrollment for the applicable Assessment Option at the applicable Program Price Tier. The applicable Program Price Tier is based on the Customer's percentage of students eligible for the Free and Reduced Price Lunch (FRPL), across all Schools in the Customer's territory or jurisdiction. Customer shall identify its applicable FRPL percentage on its District Testing order form, and ACT may verify the accuracy of the applicable percentage based on federally reported data.

Assessment	Program Price Tier	Unit Price Per Student
The ACT (with writing)	Tier 1 (0% - 49.99% FRPL)	\$59.00

3. Invoicing and Payment. ACT will submit an invoice after the last day of the Makeup Accommodations Test Window, as applicable. The invoice will reflect the total Enrollment and the applicable Fee owed, based on the Program Price Tier for the applicable Assessment Options. ACT will not provide any credits or refunds, including but not limited to refunds or credits for the difference between the Enrollment and the number of scores provided.
4. Fee Waivers. Student fee waivers and vouchers are not accepted as a form of payment for the ACT District Testing program.

#### VI. Additional Terms and Conditions.

The following terms and conditions, in addition to the terms of the Agreement, shall govern the ACT Assessment and Services:

1. Cancellation. This Description of Services will be automatically cancelled without further notice if Customer fails to provide the Organization File by **February 7, 2020** or Manage Participation and SDU to ACT by **February 14, 2020**.
2. Computer Requirements. In the event Customer administers the online assessment, Customer will comply with the computer configuration requirements located at <http://www.act.org/content/act/en/products-and-services/state-and-district-solutions/act-online-testing.html>. Compliant computer configuration is required to properly access and use the ACT Online Assessment System. ACT shall have no liability relating to Customer's failure to comply with ACT's computer requirements. ACT may revise these configuration requirements from time to time in its sole discretion. Customer shall be responsible for implementing any hardware or software updates or changes necessary to meet the revised computer configuration requirements for the Online Assessment System within the time frame set forth in the written or electronic notice from ACT. If Customer cannot implement the required configuration updates, Customer may (a) request paper based testing in the Online Platform, if timely (b) provide ACT with notice of cancellation of this DOS.
3. U.S. Government End Users. The ACT taken online is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire The ACT online system with only those rights set forth herein.

4. Limited Use of Assessments and Services. Subject to this Agreement, ACT hereby grants to the Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicenseable right during the term of this Agreement to use the Assessments and Services. All Assessments and Services made available under this Agreement are licensed, not sold, by ACT to the Customer. Except to the extent expressly granted in this Agreement, no rights are granted by ACT under this Agreement.

By signing below or by the use of electronic signature(s), the parties' authorized representatives hereby indicate their authority to execute, and acceptance of the terms and conditions of this Description of Services, incorporated into the Agreement.

**ACT, Inc.  
DISTRICT 709**

**DULUTH INDEPENDENT SCHOOL**

Signature: *Charlie Astorino*

Name: Charlie Astorino

Title: Vice President, Sales

Date: 11/8/2019

DocuSigned by:  
*Tawnyea Lake*  
3E2CD60880384B9...

Signature: \_\_\_\_\_

Name: Tawnyea Lake

Title: Director of Assessment and Evaluation

Date: 11/11/2019

*Catherine Erickson*

Catherine A. Erickson, CFO

PEERS Foundation  
2855 29th St. SE Suite C. Kentwood, MI 94512  
Phone: 866-949-7337

**Contract # 1000934**

Agreement made October 7, 2019 between PEERS Foundation (Herein after called the producer) and State Farm Insurance (Herein after called the purchaser). It is mutually agreed between the parties upon all terms and conditions set forth as follows:

**1. Name of Acts and Equipment List:**

ARDDDES Aware 5 SIM

**2. Performance Location:**

State Farm - Duluth East High School

301 N. 40th Ave. East  
Duluth, MN 55804

<b>Booking Agent:</b>	<u>Pauline Kelly</u>
<b>Transportation:</b>	<u>Included in production cost</u>
<b>Hotel:</b>	<u>LODGING INCLUDED IN PRICE</u>
<b>Meals:</b>	<u>MEALS INCLUDED IN PRICE</u>

**3. Date of Engagement:**

11/21/2019

**4. Show Time**

9:00 AM - 3:00 PM

**5. Method of Payment:**

Sponsored by State Farm Insurance

<u>Total Due</u>	<u>\$0.00</u>
<u>Deposit Due (non-refundable)</u>	<u>\$0.00</u>
<u>Balance due date of show:</u>	<u>\$0.00</u>

**6. Special Conditions:** Purchaser is responsible for indoor back-up performance location.

**7. Producers Obligations.** Producers obligations hereunder are not subject to detention or prevention by accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act of any public authority, or any cause, similar or dissimilar, beyond the PRODUCER'S control.

**8. Force Majeure.** In the event of illness, strike, law, Act of God, governmental regulation or other force majeure occurrence, PRODUCER is unable or is prevented from performing the engagement or any part thereof, PURCHASER shall be obligated and liable to PRODUCER for such proportionate amount of the payment provided for herein as may be due hereunder for any performance(s) which PRODUCER may have rendered up the time of the inability to perform by reason of such illness or force major occurrence. This agreement is between the undersigned PURCHASER and the PRODUCER, or artist(s) stated herein and is not subject to cancellation except by mutual agreements.

**9. Agreement.** This constitutes the sole, complete, and binding agreement between the parties hereto. This agreement may not be changed, modified, or altered except by an instrument of writing signed by the parties. This agreement shall be construed in accordance with the laws of the State of Michigan applicable to agreements entered into and wholly performed therein. Unless stipulated to the contrary in writing, all disputes arising out of this agreement, wherever derived, shall be resolved in Kent County in the State of Michigan in accordance with the laws of that state.

**10. Payment.** This event is sponsored by State Farm Insurance with no cost to the school.

**11. Addendum A Contract Rider is binding to this contract.**

**TO SIGNIFY YOUR AGREEMENT OF THE TERMS OF THE CONTRACT PLEASE SIGN AND DATE BELOW:**

X Cathrine Elson

Signature of Authorized School Official  
Recipient of Sponsored Event

X Michael Z. Seymore 10.9.19

Michael Z. Seymore  
Chairman of Board  
PEERS Foundation

# Addendum A

## Contract Rider For:

ARDES Aware 5 SIM

**Client: State Farm Insurance**

**Contract Number: 1000934**

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### Arrival Information

Production manager will contact client at least 48 hours in advance of show to confirm arrival time and place

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### Requirements and Information

HELPER---We need 2 people to help load and unload the vehicle.

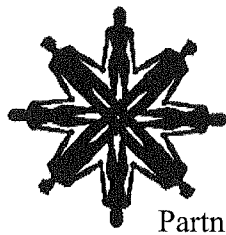
1. The Simulator needs an area 10'W x 15'L (MINIMUM) with 8' vertical clearance. Area must be a flat, level, and HARD SURFACE.
2. Access to performance area two (2) hours in advance of program time for set-up.
3. The Simulator MUST be at GROUND LEVEL.
4. Lunch or meal voucher for our technician, a small break to eat and a representative to watch the simulator on any bathroom and/or lunch breaks if needed.
5. POWER- Minimum of 4 separate 110v 20 amp power supply within 25' of program area.
6. \*\*\*72" (72 inches) of horizontal Clearance is needed for this piece of equipment to enter a building (Standard double doors with removable crossbar is usually adequate, but doors may need to be removed).\*\*\*
7. NO GENERATORS allowed to power ANY equipment.
8. Buildings with tight corners/hallways may not provide enough room for the simulator to turn/enter a building. Please send floor plans.
9. 2 Tables & 2 Chairs.

Weather Conditions:

The Simulator can be used outside if a tent with sides are provided(this is only necessary for inclement weather). Heavy rains or dangerous weather are unacceptable operating conditions. Weather forecasts should be closely monitored for two days prior to event. This is the client's responsibility for rescheduling due to weather.

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# PEERS Foundation

Partnering for America's Youth

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## FOR IMMEDIATE RELEASE

### Texting While Driving Awareness Gets A New Approach

Texting can be more dangerous than alcohol to drivers (some studies say up to eight times more dangerous). Laws are being passed in many states to ban texting while driving, and a large number of PSAs are being broadcast on internet and television. Thanks to a partnership between *State Farm Insurance* and the PEERS Foundation, the dangers of texting while driving can now be experienced in a safe, controlled environment.

The PEERS Foundation, a nationwide health and wellness foundation based in Grand Rapids, MI and *State Farm Insurance* will be visiting **schools across the county and will be visiting schools in your area**, with the most advanced distracted driving simulator in history. Students and faculty will be introduced to the new Augmented Reality Distracted Driving Education Simulator, (ARDDDES). ARDDDES will feature new emerging technologies, like eye tracking software and Augmented Reality. We can now show students how long they take their eyes off the road while using their phones. This safe, virtual, augmented environment exposes users to the dangers of distractions such as phone calls, texting, and social media use while driving to educate teens about vehicle and roadway safety.

**ARDDDES will attend Duluth East High School in Duluth, MN on 11/21/19. We welcome you to check it out! We will be at the school from 9:00 AM to 3:00 PM.**

Participants in ARDDDES simulations sit in the driver's seat of an immobile vehicle with key function features including the steering wheel, turn signals and pedals while wearing a Meta2 head-mounted augmented reality display that presents them with realistic scenarios. Similar to real life, ARDDDES drivers must make quick decisions regarding traffic, pedestrians, passengers and cell phones in order to avoid potential collisions.

Students then experience the difficulty of texting while driving in a completely safe environment. This allows students to fully appreciate the dangers without risking their safety. The life-saving **ARDDDES** prevention program is becoming a fast favorite among high school and college campuses around the country in a national tour.

This event is made possible by contributions from *State Farm Insurance*.

For more information on the PEERS Foundation and ARDDDES, as well as other programs, visit [www.peersfoundation.org](http://www.peersfoundation.org).

If you would like more information, or would like to schedule an interview, please contact PEERS Foundation at (866) 949-7337.

###

PEERS Foundation  
2855 29<sup>th</sup> St. SE Suite C.  
Kentwood, MI 49512  
866-949-7337

# Boys & Girls Club of America Vision Screening Program

At National Vision, we believe everyone deserves to see their best to live their best. That is why we are proud to partner with Boys & Girls Clubs of America to provide club members free vision screenings and if needed, access to free, complete eye exams and glasses through our America's Best Contacts & Eyeglasses® locations.

## How does the program work?

- A Boys & Girls Club and America's Best Contacts & Eyeglasses® store are paired to run a vision screening event at the club.
- With a signed permission slip, the Boys & Girls Club member is screened at their club.
- Based on the screening results, the child may be referred to see a licensed optometrist at an America's Best Contacts & Eyeglasses® store for a free complete eye exam.
- For children who are referred for an eye exam, the parent/legal guardian will make an appointment at an America's Best Contacts & Eyeglasses® store convenient for them and take their child to their appointment.
- After the exam, if needed, the child will receive:
  - FREE basic prescription lenses (no upgrades)
  - FREE frame up to \$59.95 value (no upgrades)



## Club Responsibilities

- Get permission slips signed by their members' parents/guardians.
- Use the Vision Screening Program Website to create participant records from the information on the signed permission slips before the screening event.
- Must provide 2-3 staff/volunteers to help run the vision screening event.

## Is your club eligible for this program?

If your club is within 10 miles of an America's Best Contacts & Eyeglasses® location, you are eligible to participate in this program. It's easy to check. Just go to the America's Best Contact & Eyeglasses® website and use the "FIND A STORE" locator at the top of the webpage.

<https://www.americasbest.com/>

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Participation by Piedmont Elementary School in the November "Thanksgiving" giveaway by American's Best Vision. All Piedmont students to be screen and those who qualify will receive free glasses.

*Cathum Erickson*  
Catherine A. Erickson, CFO



November 6, 2019

Douglas Hasler  
CFO  
Duluth Public School System - ISD #709  
215 N 1st Ave E  
Duluth, MN 55802

Dear Mr. Hasler:

On behalf of the faculty and students of The College of St. Scholastica, I want to thank you and your staff for providing an excellent clinical site for student learning.

Current agency agreements were recently reviewed with no changes anticipated. Will you please review the enclosed agreement, and if no changes are required from your perspective, sign both copies, keep one, and return the other in the enclosed business reply envelope?

As you know, The College of St. Scholastica has a clinical agency affiliation discount policy for all agencies which provide clinical experiences for our students. Specifically, this policy provides to one employee a fifty percent (50%) discount of tuition for one undergraduate or graduate course per semester, per site. Please note that this tuition discount applies to agencies which are used in the academic year prior to the request for a tuition discount.

Thank you again for your generous cooperation with our educational endeavors. Please feel free to contact me with any questions you may have.

Sincerely,

William Rose  
Administrative Specialist, School of Nursing  
[wrose@css.edu](mailto:wrose@css.edu)  
218 723 7057

Enclosures



REVIEW AND CONTINUATION OF THE  
CLINICAL LEARNING EXPERIENCE AGREEMENT  
BETWEEN

The College of St. Scholastica  
School of Nursing  
1200 Kenwood Avenue  
Duluth, Minnesota 55811-4199  
(Hereinafter referred to as the COLLEGE)

AND


Duluth Public School System - ISD #709  
215 N 1st Ave E  
Duluth, MN 55802  
(Hereinafter referred to as the FACILITY)


We have reviewed the Clinical Learning Experience Agreement between the COLLEGE and the FACILITY. The COLLEGE and the FACILITY agree to continue all terms and conditions previously agreed upon in the Clinical Learning Experience Agreement entered into on 7/30/2013.


This Agreement will be reviewed and evaluated at the close of each academic year by both parties and revisions or alterations made as are deemed advisable. Agreed upon revisions and alterations must be made in writing approved with signatures of those positions required on the primary Agreement.

This Agreement shall continue in effect unless written notice of desire to change or terminate the Agreement is given by either party to the other by June 1 of the year preceding the one in which termination is to become effective with provisions for safeguarding the program of students currently enrolled in the nursing program.

Upon signature of all parties listed below, this extension becomes effective.

  
\_\_\_\_\_  
07/24/19  
Signature Date  
Sheryl Sandahl, PhD, RN  
Dean and Professor, School of Nursing  
The College of St. Scholastica

  
\_\_\_\_\_  
07/26/19  
Signature Date  
Phil Rolle  
Vice President, Finance/Chief Financial Officer  
The College of St. Scholastica

  
\_\_\_\_\_  
11/22/19  
Signature Date  
Catherine A Erickson  
Printed Name  
CFO  
\_\_\_\_\_  
Title  
Duluth Public School System - ISD #709

Contract Number: LSC-2020-004239

**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**LAKE SUPERIOR COLLEGE**

**AND**

**ISD 0709**

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 Lake Superior College (hereinafter "College/University"), and ISD 0709, 215 N 1ST AVE E, DULUTH, MN 55802-2069 (hereinafter "Facility").

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

**WITNESSETH THAT:**

WHEREAS, the College/University has established a Practical Nursing Program, Nursing Assistant Program, Associate Degree Program in Nursing, Baccalaureate Program in Nursing, Baccalaureate Program in Nursing for Registered Nurses, and/or a Nurse Refresher Program and Physical Therapist Assistant Program for qualified students preparing for and/or engaged in nursing and other allied health 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 College/University; and

WHEREAS, the Facility has suitable clinical facilities in general nursing and allied health for the educational needs of the nursing and allied health programs(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified nursing and allied health personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish a clinical experience program for students of nursing and allied health programs enrolled at the College/University;

NOW, THEREFORE, it is mutually agreed by and between the College/University and the Facility:

## 1. COLLEGE/UNIVERSITY RESPONSIBILITIES

- a. The College/University, which is accredited by the North Central Association of Colleges and Secondary Schools, is responsible for offering one or more of the following programs: a Practical Nursing Program; a Nursing Assistant Program; an Associate Degree Program in Nursing; a Baccalaureate Program in Nursing; a Baccalaureate Program for Registered Nurses; and/or a Nurse Refresher Program; and Physical Therapist Assistant Program. Each program shall be either: 1) approved by the Minnesota Board of Nursing; and/or 2) approved by the Minnesota Department of Health.
- b. The College/University will supervise its students during the clinical experience program at the Facility, unless otherwise agreed to in writing by the parties. For nursing, the College/University will provide its nursing faculty to effectively implement the clinical experience program at the Facility. The College/University will provide at least one nursing faculty member for approximately every ten (10) students while the students are in the clinical experience program at the Facility. The College/University faculty so assigned will hold current R.N. licensure valid in the State of Minnesota.
- c. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the College/University and the Facility.
- d. The College/University will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the College/University in cooperation with the Facility's designated representative.
- e. The College/University will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- f. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.
- g. The College/University will inform its faculty and the students who are participating in the clinical experience program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.
- h. The College/University will maintain a record of students' health examinations and current immunizations and shall obtain students' permission to submit data regarding their health status to the Facility.

- i. The College/University agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. College/University will not assign a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

## **2. FACILITY RESPONSIBILITIES**

- a. The Facility will maintain current accreditation by the Joint Commission on Accreditation of Health Care Organizations (d/b/a "The Joint Commission") or any other appropriate and required accrediting body.
- b. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the College/University before taking any action to terminate the participation of a student.
- c. The Facility will provide the College/University with a copy of its policies and regulations which relate to the clinical experience program.
- d. The Facility will permit the College/University faculty and students to use its patient care and patient service facilities for clinical instruction according to a mutually-approved plan.
- e. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with College/University faculty, for planning with College/University faculty, and for such other assistance as shall be mutually agreeable.
- f. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the clinical experience program.
- g. The College/University faculty and students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.
- h. The Facility will make locker or cloak room facilities available for the College/University faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.

- i. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of College/University faculty and students who are participating in the clinical experience program. The Facility will permit College/University faculty and students who are participating in the clinical experience program to use any cafeteria on the same basis as employees of the Facility. The Facility will permit College/University faculty to use Facility parking spaces under the same policies governing Facility personnel.
- j. The Facility recognizes that it is the policy of the College/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 Facility agrees to adhere to this policy in implementing this Agreement.
- k. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility 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 College/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 College/University and the Facility assume joint responsibility for the orientation of the College/University faculty to Facility policies and regulations before the College/University assigns its faculty to the Facility.
- b. **HIPAA.** Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the College/University and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The College/University students and faculty are not, and shall not be construed to be, employees of Facility.

The College/University shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the College/University shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.

- c. Personnel of the College/University and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
- i. Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
  - ii. Communication to familiarize the College/University faculty with the Facility's philosophy, policy and program expectations;
  - iii. Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies and any new programs which are contemplated;
  - iv. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
  - v. Communication to identify areas of mutual need or concern;
  - vi. Communication to seek solutions to any problems which may arise in the clinical experience programs; and
  - vii. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the College/University's nursing curriculum.
- d. **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.

i. **Commercial General Liability Insurance**

The College/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.

The Facility will maintain Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.

ii. **Professional Liability Insurance**

The College/University will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.

The Facility will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

iii. **Additional Conditions:**

An Umbrella or Excess Liability insurance policy may be used to supplement the Facility's policy limits to satisfy the full policy limits required by the Agreement.

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If Facility receives a cancellation notice from an insurance carrier affording coverage herein, Facility agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the University.

Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The College/University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the College/University, not to students.

**4. STUDENT REQUIREMENTS**

- a. Each student may be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the College/University and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. The health examination shall include a Mantoux test or chest x-ray and verification of immunity for rubeola and rubella. A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.
- b. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.
- c. Students participating in the clinical experience program shall be responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.

**5. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE**

- a. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University.

- b. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.
- c. The Facility shall follow, for College/University faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- d. College/University faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their College/University and to the Facility. Before returning to the Facility, such a College/University faculty member or student must submit proof of recovery to the College/University or Facility, if requested.

## **6. 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 College/University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

## **7. TERM OF AGREEMENT**

This Agreement is effective on the later of 12/1/2019 12:00 AM, or when fully executed, and shall remain in effect until 11/30/2024 11:59 PM. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

## **8. FINANCIAL CONSIDERATION**

- a. The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/University or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- b. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

## **9. AMENDMENTS**

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



**10. ASSIGNMENT**

Neither the College/University nor the Facility 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 Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

**12. DATA PRIVACY**

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

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

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

**13. OTHER PROVISIONS: None.**

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

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

APPROVED:

**1. FACILITY: ISD 0709**

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

DocuSigned by: By (authorized signature and printed name) <i>Jason Crane</i> Jason Crane
CF487C8FAAC8454... Title Director of Special Education
Date 11/22/2019   10:31:44 AM CST

DocuSigned by: By (authorized signature and printed name) <i>Cathy Erickson</i> Cathy Erickson
353DD98A52D84F1... Title Executive Director of Business Services
Date 11/22/2019   12:20:38 PM CST

**2. COLLEGE/UNIVERSITY: LAKE SUPERIOR COLLEGE**

DocuSigned by: By (authorized signature and printed name) <i>Hanna Erpestad</i> Hanna Erpestad
8288E7854A1D478... Title Interim VP of Academic & Student Affairs
Date 11/26/2019   7:54:16 AM CST

By (authorized signature and printed name)
Title
Date

**3. AS TO FORM AND EXECUTION:**

DocuSigned by: By (authorized signature and printed name) <i>Nickoel Anderson</i> Nickoel Anderson
838A7D7F04B4430... Title Director of Business Services
Date 11/26/2019   1:30:04 PM CST

## Certificate Of Completion

Envelope Id: B41BBA8C5A9347D1910169A6FF338F37

Status: Completed

Subject: Signature request on Contract LSC ISD 0709 Duluth Public Schools FY20 FY21 FY22 FY23 FY24

Source Envelope:

Document Pages: 9

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jaggaer Interface

AutoNav: Enabled

30 7th St E, Ste 350

Envelopeld Stamping: Enabled

Saint Paul, MN 55101

Time Zone: (UTC-06:00) Central Time (US & Canada)

contracts@minnstate.edu

IP Address: 199.188.157.82

## Record Tracking

Status: Original

Holder: Jaggaer Interface

Location: DocuSign

11/21/2019 11:59:15 AM

contracts@minnstate.edu

## Signer Events

Jason Crane

jason.crane@isd709.org

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
*Jason Crane*  
CF497C9FAAC8454...

## Timestamp

Sent: 11/21/2019 12:09:30 PM

Viewed: 11/22/2019 10:31:11 AM

Signed: 11/22/2019 10:31:44 AM

Signature Adoption: Pre-selected Style

Using IP Address: 107.77.210.53

## Electronic Record and Signature Disclosure:

Accepted: 11/22/2019 10:31:11 AM

ID: ef7bcd4-f4ab-438a-865e-5a98ae41caaa

Cathy Erickson

catherine.erickson@isd709.org

CFO

Duluth Public Schools ISD 709

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Cathy Erickson*  
363DDb8A52D84F1...

Sent: 11/22/2019 10:31:45 AM

Viewed: 11/22/2019 12:19:56 PM

Signed: 11/22/2019 12:20:38 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.158.25.194

## Electronic Record and Signature Disclosure:

Accepted: 11/22/2019 12:19:56 PM

ID: 5b82e2eb-92d6-428e-aa9e-8dd0e3d18b2b

Hanna Erpestad

hanna.erpestad@isc.edu

Interim VP of Academic & Student Affairs

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Hanna Erpestad*  
8289E795A41D478...

Sent: 11/22/2019 12:20:39 PM

Viewed: 11/26/2019 7:53:59 AM

Signed: 11/26/2019 7:54:16 AM

Signature Adoption: Pre-selected Style

Using IP Address: 204.77.44.52

## Electronic Record and Signature Disclosure:

Accepted: 11/26/2019 7:53:59 AM

ID: 06a91d0a-f161-485c-8db0-5bcc47728f9

Nickoel Anderson

nickoel.anderson@isc.edu

Director of Business Services

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Nickoel Anderson*  
838A7D7F04B4430...

Sent: 11/26/2019 7:54:17 AM

Resent: 11/26/2019 12:16:49 PM

Viewed: 11/26/2019 11:38:26 AM

Signed: 11/26/2019 1:30:04 PM

Signature Adoption: Pre-selected Style

Using IP Address: 204.77.44.52

## Electronic Record and Signature Disclosure:

Accepted: 11/26/2019 1:29:37 PM

ID: e38083d8-da85-45cf-a663-58cd9ada1078

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	11/26/2019 12:16:49 PM
Certified Delivered	Security Checked	11/26/2019 12:15:44 PM
Signing Complete	Security Checked	11/26/2019 1:30:04 PM
Completed	Security Checked	11/26/2019 1:30:04 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Minnesota State Colleges and Universities:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [michael.noble-olson@minnstate.edu](mailto:michael.noble-olson@minnstate.edu)

### **To advise Minnesota State Colleges and Universities of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [michael.noble-olson@minnstate.edu](mailto:michael.noble-olson@minnstate.edu) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Minnesota State Colleges and Universities**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [michael.noble-olson@minnstate.edu](mailto:michael.noble-olson@minnstate.edu) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Minnesota State Colleges and Universities**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.

## **STUDENT TEACHING AFFILIATION AGREEMENT**

This agreement is made this 30th day of July, 2019 by and between **Regents of the University of Minnesota through its College of Education and Human Development** (hereinafter referred to as "University") and **Duluth Public School District 709** (hereinafter "School District").

WHEREAS, the University seeks to provide opportunities to its students to student teach in a public school setting.

WHEREAS, the School District is able and willing to provide such opportunities to the University students who meet appropriate requirements as set forth herein.

WHEREAS, the School District and the University have identified the School District as appropriate to provide such student teaching opportunities.

WHEREAS, "Student" or "Student Teacher" is defined as the university student who is completing practicum and student teaching as part of the state approved teacher licensure program offered at the University.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties enter into the Agreement as follows:

### **1. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY**

- A. *Selection of Students.* The University shall be responsible for the selection of qualified Students to participate in the field experiences or student teaching experience. Selected Students must have the appropriate educational background and skills consistent with the proposed educational experiences offered by the School District.
- B. *Education of Students.* The University shall assume full responsibility for the classroom education of its Students. The University shall be responsible for the administration of the program, the curriculum content, and the requirements of matriculation, grading and graduation.
- C. *Submission of Candidates.* The University shall submit the names of the Students to the School District or a designated representative prior to the practicum assignment or student teaching.
- D. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the Student of his or her own responsibilities under this Agreement. The Student shall be advised of his or her obligations to abide by the policies and procedures of the School District, and should any Student fail to abide by any policy and/or procedure, he or she may be expelled from the program.
- E. *Honorarium.* For and in consideration of the placement of Student Teachers with district cooperating/mentor teachers, the University agrees to pay each cooperating/mentor teacher selected to guide the Student's experience an honorarium. This honorarium is in addition to the regular salary paid by the School District; if the amount of the honorarium differs from the standard University rate, the amount will memorialized in an addendum attached to this Agreement. Nothing about this Agreement, including the University's payment of this honorarium, shall be construed to make the cooperating/mentor teacher an employee, agent, or representative of the University. The cooperating/mentor teacher is responsible for any tax withholding or reporting associated with this honorarium.

### **2. DUTIES AND RESPONSIBILITIES OF THE SCHOOL DISTRICT**

- A. *Establishment of Practicum or Student Teaching.* The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a practicum or student teaching, professional development, field experiences and observations.



- B. *Policies of School District.* The School District will provide the University or Student directly all the applicable district and school policies in advance of the Student's participation. Student Teachers shall not be accepted into the schools of the School District until they have complied with mandatory background check.
- C. *Removal of Noncompliant Student.* The School District shall have the authority to immediately remove a Student who fails to comply with its policies and procedures. If such a removal occurs, the School District should immediately contact the responsible University Coordinator of Clinical Partnerships in the Office of Teacher Education. Notwithstanding the foregoing, when possible, School District agrees to notify University immediately if a Student is not performing satisfactorily. The School District will follow any oral notice made under this paragraph with a written memorandum.
- D. *Supervision of Students.* The School District shall provide a qualified cooperating/mentor teacher who will supervise student activities during practicum experience or student teaching.
- E. *Reporting of Student Progress.* The School District shall provide all reasonable information requested by the University on a Student's performance. If there are any Student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- F. *Student Records.* The School District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the Student unless required to do so by law or as dictated by the terms of this Agreement.
- G. *Eligibility Requirements.* Each cooperating teacher selected to supervise the Student Teacher shall hold a current Minnesota certification in the subject area/grade level to which the Student Teacher is assigned. The cooperating teacher will have a minimum of three (3) years of full-time teaching experience and the approval of a school district's administrator.
- H. *Substitute Teaching.* The School District shall prohibit Student Teachers from being substitute teachers at any time during their student teaching assignments.

### 3. **MUTUAL TERMS AND CONDITIONS**

- A. *Number of Participating Students.* The parties will mutually agree upon the number of Students that shall be assigned to the School District for this practicum or student teaching experience.
- B. *Term of Agreement.* The term of this Agreement shall be five years from the date of execution.
- C. *Termination of Agreement.* The University or the School District may terminate this Agreement for any reason upon ninety (90) days' written notice. Either party may terminate this Agreement in the event of material breach, if such breach is not fixed within thirty (30) days of receiving written notice thereof. However, should the School District terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time shall continue their educational experience until it would have been concluded absent the termination.
- D. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- E. *Interpretation of the Agreement.* The laws of the state of Minnesota shall govern this Agreement.
- F. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- G. *Relationship of Parties.* The relationship between parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- H. *Liability & Insurance.* Each party to this Agreement is responsible for the negligent acts and/or

omissions of its own officers, students, employees, volunteers and agents. Neither party is considered the agent of the other and neither party assumes any responsibility to the other for the consequences of any act or omission of any person or entity not a party to this Agreement.

Each party shall maintain during the term of this Agreement a liability insurance program with coverage for itself, its officers, employees, volunteers and agents. Evidence of liability insurance shall be provided upon request by either party. The University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University Students for activities performed within the course and scope of their duties under this agreement. General liability coverage for Students is limited to bodily injury and property damage claims.

Nothing contained in this section or elsewhere in this Agreement will be construed as: (i) an express or implied waiver by either party of its governmental immunity; (ii) an express or implied acceptance by University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws.

1. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

**For REGENTS OF THE UNIVERSITY OF  
MINNESOTA through its College of  
Education and Human Development:**

**For School/School District:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

*Catherine Erickson*  
\_\_\_\_\_  
Authorized Signature

*Catherine A. Erickson, CFO*  
\_\_\_\_\_  
Print Name/Title

*11/22/19*  
\_\_\_\_\_  
Date