



MINNESOTA STATE

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES

MEMORANDUM OF AGREEMENT

BETWEEN

BEMIDIJI STATE UNIVERSITY

AND

ISD 363 South Koochiching-Rainy River School District

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of **Bemidji State University** (hereinafter "University"), and **ISD 363 South Koochiching-Rainy River School District**, PO Box 465, Hwy 1, Northome MN 56661 (hereinafter "District").

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

WITNESSETH THAT:

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

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

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

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

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

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

1. UNIVERSITY RESPONSIBILITIES

- a. The University, which is accredited by the Higher Learning Commission, is responsible for offering a baccalaureate teacher education program that is approved by the Minnesota Board of Teaching.

- b. The University will be responsible for the general educational experience of teacher candidates assigned to the District sites for classroom experience, unless otherwise agreed to in writing by the parties.
- c. The University will provide the District with objectives for the classroom experience program, and educational goals for each teacher candidate, as appropriate. Implementation of those objectives will be accomplished jointly by the University and the District.
- d. The University will provide the District with requests for teacher candidate placements within a reasonable time in advance of any teaching period, together with relevant information with respect to the applicable credentials of each proposed teacher candidate and cooperating teacher.
- e. The University will inform its faculty and teacher candidates of the District's policies and regulations that relate to the program at the District. The University will make periodic visits to the District's training site to observe the teacher candidate or receive periodic reports from the District and/or the teacher candidate, and discuss the teacher candidate's performance and progress with the teacher candidate or any site supervisor at the District, as needed.
- f. The University will discuss with the District any problems or concerns arising from the teacher candidate's participation.
- g. The University will notify the District in the event the teacher candidate is no longer enrolled in any of the Programs at the College/University.
- h. The University will provide training to cooperating teachers participating in field experience and student teaching, addressing their role, program expectations, teacher candidate assessments, procedures, and timelines.
- i. The University will inform teacher candidates that as a condition of participating some Districts may require teacher candidates to:
 - i. follow the District's required background check
 - ii. purchase liability insurance

2. DISTRICT RESPONSIBILITIES

- a. The District shall assume full responsibility for the instruction of its pupils. It is understood that individual pupil instruction is not controlled, supervised, or paid for by the University.
- b. The District agrees to provide student teaching and field experience opportunities for teacher candidates assigned to District sites. To this end, the District will provide the equipment, facilities, supplies and services for teacher candidates assigned to the District necessary to meet the objectives of the University's program.
- c. The District agrees to provide a licensed, full-time, continuing contract District teacher(s) who will supervise teacher candidates, and such employees may establish and implement reasonable expectations of conduct applicable to their participation. The District shall provide cooperating teachers that meet requirements outlined in Minnesota Rule 8705.1010 Subp. 3. A. (4).
- d. The District has ultimate control over its sites and may immediately terminate participation in the program of any of the teacher candidates enrolled in the program where required by an emergency involving health and safety; and in all other (non-emergency) instances, the District shall consult with the University before taking any action to terminate the participation of a teacher candidate.
- e. The District 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 District agrees to adhere to this policy in implementing this Agreement.

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

3. MUTUAL RESPONSIBILITIES

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

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

a. **Commercial General Liability Insurance**

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

The District will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. Chapter 466, with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence for bodily injury and property damage.

b. Professional Liability Insurance

The District will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence.

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.

c. Additional Conditions:

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

If the District receives a cancellation notice from an insurance carrier affording coverage herein, the District agrees to notify the University within five (5) business days with a copy of the cancellation notice, unless the District'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 University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the University, not to students.

5. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- a. Any emergency medical care available at the District will be available to University faculty and students. University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the District or the University.
- b. Any University faculty member or student who is injured or becomes ill while at the District shall immediately report the injury or illness to the District and receive treatment (if available) at the District 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 University faculty member or student who receives the treatment and not the responsibility of the District or the University.

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 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 **May 31, 2023**, or when fully executed, and shall remain in effect until **May 30, 2028**. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the District shall not become effective with respect to students then participating in the student teaching program.

8. FINANCIAL CONSIDERATION

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

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

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

9. AMENDMENTS

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

10. ASSIGNMENT

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

11. STATE AUDIT

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

12. DATA PRIVACY

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

this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the District or the University.

In the event the District receives a request to release the data referred to in this clause, the District must immediately notify the University. The University will give the District 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. The District may require student teachers to sign an authorization to permit the District and University to exchange information about the student teacher's participation and performance in the program.

13. GOVERNING LAW AND VENUE

This Agreement will be governed by and construed pursuant to 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.

14. ENTIRE AGREEMENT

This Agreement constitutes and expresses the entire agreement and understanding between the parties relative to the program. This Agreement supersedes all other prior agreements between the parties.

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. DISTRICT:

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

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

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

By (authorized signature and printed name)	Dana Danielson
Title	Accounting Technician
Date	

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

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

4. AS TO FORM AND EXECUTION:

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