

Lifetouch.

PY23 Yearbook Sales Agreement			(B)	Contract Years:	2022-2023	New/Renew	Renew	Job #:
Account Name:	Lester Park Elementary					LID #:	35712	
Address:	5300 Glenwood Ave	City:	Duluth		State:	MN	Zip Code:	55804
Phone #:		Enrollment:	600					
School Year Open Date:	9/1/2022			Adviser Name:	Tracy Thompson			
School Year Close Date:	6/15/2023			Adviser Email:	tracy.thompson@isd709.org			
				Adviser Phone:				
Ship Yearbooks To:	Account			Contact Address Name:				
Send Invoice To:	Account			Contact Street Address:				
School Purchase Order Number:				Contact City, State, Zip:				
YEARBOOK SPECIFICATION INFORMATION:				YEARBOOK DATES:				
Size:	7			Cover Deadline:	1/30/2023			
Number of Pages:	40			Final Quantity Deadline:	04-24-2023			
Number of Copies:	226			Requested Arrival Date:	01-30-2023			
		School	Consumer	Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.				
	Yearbook Price:	\$ 15.20	\$ 18.00					
PACKAGE SELECTION:				School Price	Consumer Price			
Package:	MYPC - H	\$ -	\$ -	Website Activation Date:	08-01-2022			
				YBPay: (Type)	Direct			
COVER & BINDING TYPE				School Price	Consumer Price	Activate YBPay On:	Date:	TBD
Cover:	Split Cover		\$ 5.00	Sales Flyer Need by Date:				
Binding Type:	Smythe Sewn	\$ -	\$ -	**Additional flyer information should be included on the Merchandising Form**				
Design:	Signature Design	inc	\$ -					
Printed School Name & Year:	Yes (1 or 2 lines)	inc	\$ -	PORTRAIT INFORMATION:				
Personalization (Student Names):	MYPC	\$ 6.00	\$ 6.00	Photographed by Lifetouch:				
Icon:	No	\$ -	\$ -	Yearbook Service Look:				
Endsheets (Hardcovers Only):		\$ -	\$ -	Associated Picture Days APO ID(s):				
CONSUMER ENHANCEMENTS:				School Price	Consumer Price	SIGNING INCENTIVES:		
Zoom:	Zoom - Taped	\$ 3.00	\$ 3.00	Signing Info:				
Auto Inserts:	4 - Page Autograph Insert (Diff Qty)	\$ 2.00	\$ 2.00	PACKAGE PRICING:				
Yearbook Stickys:	Yes	\$ 2.00	\$ 2.00	A la Carte Items	School Price *	Consumer Price:		
SHIPPING/FREIGHT:				Price				
	Estimated Freight:	\$ -		Book Price:	\$15.20	\$18.00		
	Freight Model:	\$ -		MYPC:	\$6.00	\$6.00		
	*Estimated Total:	\$ -		Student Name 1 line:	\$ -	\$ -		
	Per Copy:	\$ -		Icons:	\$ -	\$ -		
	Deposit Rate:	75%		Zoom:	\$3.00	\$3.00		
* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.				4-Pg Auto Insert:	\$2.00	\$2.00		
				YB Stickys:	\$2.00	\$2.00		
SPECIAL OFFERS/COMMENTS/ADDITIONAL APO ID(s):				Hard Cover Upgrade:		\$ 5.00		
				Package Config:	*Minimum of 76 Copies Required			
				Packages:	School Price *	Consumer Price:		
				Package A:	\$24.70	\$27.50		
				Package B:	\$23.20	\$26.00		
				Package C:	\$21.70	\$24.50		
				Package D:	\$17.20	\$20.00		
Lifetouch Representative	Area Code:	Rep Code:	The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.					
Lifetouch Representative Phone #:	Email Address:	Authorized School Representative (Print)				Title		
Lifetouch Representative (Signature)	Authorized School Representative (Signature)				Date			
				4/12/22				

Updated: 8/12/2021
©2020 Shutterfly Lifetouch, LLC

Catherine Erickson
Catherine Erickson, CFO

Lifetouch.

PY23 Yearbook Sales Agreement			(B)	Contract Years:	2023	New/Renew	Renew	Job #:	11452623
Account Name:	Ordean East Middle School				LID #:	35718			
Address:	2900 East 4th St	City:	Duluth		State:	MN	Zip Code:	35718	
Phone #:	218-336-8940	Enrollment:	1000						
School Year Open Date:	9/6/2022				Adviser Name:	Emily Lull			
School Year Close Date:	5/31/2023				Adviser Email:	emily.lull@isd709.org			
					Adviser Phone:				
Ship Yearbooks To:	Account				Contact Address Name:				
Send Invoice To:	Account				Contact Street Address:				
School Purchase Order Number:					Contact City, State, Zip:				
YEARBOOK SPECIFICATION INFORMATION					YEARBOOK DATES:				
Size:	7				Cover Deadline:	01-30-2023			
Number of Pages:	104				Final Quantity Deadline:	04-24-2023			
Number of Copies:	551				Requested Arrival Date:	05-19-2023			
					Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.				
					Yearbook Price: School \$ 16.96 Consumer \$ 18.00				
COVER & BINDING TYPE					Website Activation Date:				
Cover & Binding Type:	Split Cover - Smyth Sewing	School Price	\$ 5.00	Consumer Price	\$ 5.00	08-01-2022			
Design:	Signature Design	Included			YrPay: (Type)	Direct			
Printed School Name & Year:	Yes (1 or 2 lines)	Included			Activate YB Pay On:	Yes	Date:	TBD	
Personalization: (Student Names)					Sales Flyer Need by Date:	TBD			
Icons:					**Additional flyer information should be included on the Merchandising Form**				
Endsheets (Hardcovers Only):	White Endsheets	Included			PORTRAIT INFORMATION:				
					Photographed by Lifetouch:	Yes			
CONSUMER ENHANCEMENTS					Yearbook Service Look:				
Zoom:		\$ -	\$ -		Modern Grey				
Auto Inserts:		\$ -	\$ -		Associated Picture Days APO ID(s):				
Signing Pen:		\$ -	\$ -		SIGNING INCENTIVES:				
Yearbook Stickys:		\$ -	\$ -		Signing Info:				
Cover Keeper™ Dust Jackets:		\$ -	\$ -		5 Free Books				
SHIPPING/FREIGHT					SPECIAL OFFERS/COMMENTS/ADDITIONAL APO ID(s):				
					Estimated Freight:	\$ -			
					Freight Model:	Actual Cost			
					*Estimated Total:	\$ -			
					Per Copy:	\$ -			
					Deposit Rate:	75%			
* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.									
Lifetouch Representative	Area Code:	Rep Code:	The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.						
Sarah Wise	MI	G1	Authorized School Representative (Print)				Title		
Lifetouch Representative Phone #:	Email Address:								
612-219-3303	sarah.wise@lifetouch.com								
Lifetouch Representative (Signature)		Authorized School Representative (Signature)				Date			
<i>Sarah Wise</i>		<i>Catherine Erickson</i>				5/5/22			

Updated: 8/12/2021
©2020 Shutterfly Lifetouch, LLC

Catherine Erickson
Catherine Erickson, CFO

Terms of the Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Shutterfly Lifetouch, LLC. ("Lifetouch").

LIFETOUGH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Shutterfly Lifetouch, LLC, Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

LIFETOUGH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

Remit Payment To:
Shutterfly, Lifetouch, LLC
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Yearbook Adviser Support
Email: yearbookadvisersupport@lifetouch.com
Phone: 1.800.736.4761



**ADDENDUM #1 – SOLIANT, LLC
TO PROVIDE ITS BLAZERWORKS SERVICES**

This Addendum dated 03/31/2022, applies to the Client Services Agreement (the "Agreement") between Soliant, LLC's BlazerWorks Services, and Duluth Public School District, (client's) agreement to use same. The BlazerWorks service refers to the services provided by Soliant, LLC in its role as the preferred workforce solutions manager. For good and valuable consideration described herein, effective upon execution of this Addendum, Soliant, LLC will have the responsibility for supplying and managing Client's contingent Healthcare Professional ("HCP") workforce. Specifically, as part of Soliant, LLC's Services described in the Agreement, Soliant, LLC's BlazerWorks division will administer and manage the process of identifying and acquiring HCPs itself, or through Secondary Staffing Partners ("SSP") as set forth herein.

I. Services

BlazerWorks is a service provided by Soliant, LLC that manages client contingent healthcare staff. In such capacity, the BlazerWorks service will be provided to act as the preferred workforce solutions manager for Client to provide HCPs. During the term of the Agreement, all communications regarding the day-to-day activity and professional operations of the services outlined in the Agreement will be conducted between BlazerWorks and Client.

II. Order Fulfilment Process

Job Orders. As needed client shall notify BlazerWorks of its staffing needs for all HCPs when such needs arise, and Soliant, LLC's BlazerWorks division shall have the opportunity to fulfill those staffing needs. BlazerWorks may supply employees/contractors through Soliant, LLC, or employees/contractors through one or more SSPs. In the event Soliant, LLC's/BlazerWorks division is unable to fill any particular job order, it shall notify Client and shall have no obligation to fill such order.

Identification and Qualification. The BlazerWorks service includes identifying and qualifying: 1) HCPs; and 2) SSPs that are capable of providing HCPs, according to the requirements specified by Client.

Subcontracting. With respect to the provision of any HCP who is not an employee of Soliant, LLC. Soliant LLC's BlazerWorks division will execute a subcontractor agreement with the appropriate SSP employing such HCP for the provision of the HCP. The subcontractor agreement will conform to the terms of the Client Services Agreement.

Payment. All SSP invoices will be collected as part of the BlazerWorks service, and consolidated with Soliant, LLC's invoices. Soliant, LLC will submit single, periodic consolidated invoices to Client for the contingent healthcare staff provided pursuant to this Agreement. Soliant, LLC. pays HCPs who are its employees as required by law, and shall pay all other SSPs the amount invoiced within 15 days of receipt of payment from Client.

So Agreed this _____ day of _____ 2022.

Soliant, LLC

Client Name

Client Representative Signature

Print Name

Title

Catherine Erickson

Representative Signature

Catherine Erickson

Print Name

4-14-22

Title

Budget Code 01E005 405 419 303000

Agreement

Between the Center for Alcohol and Drug Treatment and the Duluth Public School District, ISD#709

I. BACKGROUND AND INTENT

This Agreement is between the Center for Alcohol and Drug Treatment, a non-profit community agency, and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Agreement is to encourage cooperation between the Center for Alcohol and Drug Treatment and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to have chemical dependency/substance use services including assessments and individual and group substance use services on site at secondary schools for those students requiring such services;

WHEREAS, the Center for Alcohol and Drug Treatment desires to locate Licensed Alcohol and Drug Counselors, in Duluth Public Schools to provide substance use/chemical dependency, chemical health, and recovery services for students;

THEREFORE, the Center for Alcohol and Drug Treatment and Duluth Public Schools agree that it is in the best interest of students and their families attending secondary schools in Duluth Public School District to enter into an understanding;

This Agreement is to enable and structure the collaboration between The Center for Alcohol and Drug Treatment and Duluth Public School District ISD #709 in its implementation of creating educational successes for students, through substance use/chemical dependency services to students with unmet substance use needs.

II. ROLES AND RESPONSIBILITIES

Roles of the Center for Alcohol and Drug Treatment and ISD #709

It is understood that the Center for Alcohol and Drug Treatment and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Agreement, in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

Role of the Center for Alcohol and Drug Treatment

1. The Center for Alcohol and Drug Treatment will have Licensed Alcohol and Drug Counselors onsite at secondary schools that will provide substance use/chemical dependency services to students at a regularly scheduled time and place for each of several sites as agreed upon

by The Center for Alcohol and Drug Treatment's Executive Director, ISD #709 Mental Health Partnership Coordinator, Assistant Superintendent, and Secondary Principals.

2. Students referred by school personnel or parents will be seen individually or in groups for substance use services by the Licensed Alcohol and Drug Counselor at the student's school in a confidential setting for assessments and individual/group sessions according to established Center for Alcohol and Drug Treatment policies and procedures.
3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the Licensed Alcohol and Drug Counselor as needed. And occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.
4. Students served by the Center for Alcohol and Drug Treatment in the Duluth Public Schools are clients of the Center for Alcohol and Drug Treatment and are subject to the same rights and responsibilities as clients served onsite at the Center for Alcohol and Drug Treatment's main office.
5. Meet with Duluth Public Schools Administrative staff to plan a system of service delivery taking into consideration both the needs of the Center for Alcohol and Drug Treatment and ISD #709.
6. Locate Licensed Alcohol and Drug Counselors at Duluth Public Schools in order to provide substance use/chemical dependency services in a private setting.
7. Employ and be responsible for its employees placed at Duluth Schools.
8. Maintain appropriate professional liability insurance.
9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.
10. Obtain parental permission to provide services.
11. Maintain and own case management records of students served.
12. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. Duluth Public School District will not be responsible for the cost of services delivered by the Center for Alcohol and Drug Treatment.
13. Meet periodically with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership.

14. Ensure that meetings with the Licensed Alcohol and Drug Counselors do not conflict with necessary school scheduling such as specialist time and academic scheduling without administrative permission.
15. Ensure that substance use services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD 709

1. Meet with the Center for Alcohol and Drug Treatment administrative staff to plan a system of substance use service delivery.
2. Inform Principals and school staff of services available and work with the Center for Alcohol and Drug Treatment staff to develop a system to identify and refer students that may be in need of substance use/chemical dependency services. Meet periodically with the Center for Alcohol and Drug Treatment administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
3. To provide the Center for Alcohol and Drug Treatment with a private meeting space for Licensed Alcohol and Drug Counselors with access to a telephone and internet connection.
4. Upon parental permission, the Center for Alcohol and Drug Treatment will be provided student schedules in order to meet with students for substance use/chemical dependency services.
5. Obtain parental permission before referring students to the Center for Alcohol and Drug Treatment for substance use/chemical dependency services.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 6-16-2022 and will continue through 6-15-2023 unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. The Center for Alcohol and Drug Treatment and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations.

The Center for Alcohol and Drug Treatment and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Parents/Guardians may be referred to the Licensed Alcohol and Drug Counselors by members of the school staff for substance use services for their child or students may self-refer themselves or through his/her parent according to established Center for Alcohol and Drug Treatment procedures using a written referral form. The Center for Alcohol and Drug Treatment staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD #709 to refer students that are displaying need for substance use/chemical dependency services to the Center for Alcohol and Drug Treatment for substance use services.

Data Collection. Duluth Public School District, upon receiving a signed data sharing agreement and/or release of information from the parent/guardian (form must specifically list each type of data to be shared), will be responsible for sharing grades, attendance records, and behavioral violations to the Center for Alcohol and Drug Treatment when requested.

Background Check. *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Center for Alcohol and Drug Treatment, Attn: Tina Silverness/Chief Executive Director, 314 West Superior St. Suite 400, Duluth, MN 55802.

Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

Data Practices. Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

Mutual Consent to Collaboration. Center for Alcohol and Drug Treatment and Duluth Public School District agree to work cooperatively to establish times and locations for substance use/chemical dependency services, determine a schedule, make and review referrals and consistently communicate with one another in order to take the steps needed to implement this Agreement.

Tina Silverness Date: 04/28/2022
Signature ID: ZE1439BYW5
Tina Silverness, Center for Alcohol and Drug Treatment

Cathy Erickson Date: 5/5/22
Cathy Erickson, Executive Director of Business Services, ISD #709

LUTHER COLLEGE

April 14, 2022

Cathy Erickson
Duluth PSD (MN ISD 709)
215 N 1st Ave E
Duluth, MN 55802

Dear Cathy Erickson:

On behalf of the entire Education Department, I would like to take this opportunity to express our sincere gratitude and thanks to you and your staff. Your support and professional guidance to the Luther College Teacher Education Program is indispensable and greatly appreciated.

Our Memorandum of Understanding for the 2022-2023 academic year is enclosed. Please have the appropriate individual at your school district sign the MOU. **Return a signed copy via email to me at gunderre@luther.edu**. You may want to make a copy of the signed MOU for your records and referral.

If your school district requires any changes or additions to this MOU, please let me know as soon as possible. You can contact me by email at gunderre@luther.edu.

We look forward to working with you during the 2022-2023 school year.

Sincerely,
Renee Gunderson



Administrative Assistant
Luther College Education Department
Koren 101
Phone (563)387-1140 Fax (563)387-1107
gunderre@luther.edu



Memorandum of Understanding 2022 – 2023

Duluth PSD (MN ISD 709)

This memorandum of understanding is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101 and Duluth PSD (MN ISD 709), 215 N 1st Ave E, Duluth, MN 55802.

PROVISIONS:

1. Luther College and Duluth PSD (MN ISD 709) agree to participate, if placements are available in the district, in a clinical field experience program, which includes, but is not limited to student teaching, student observations, and other field experiences.
2. Luther College will provide supervision, by one or more Luther faculty member(s) or a credentialed specialist in education, for students participating in clinical field experiences that are placed in Duluth PSD (MN ISD 709).
3. Student teachers and other field experience enrollees of the Luther College Education Department are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Duluth PSD (MN ISD 709), as well as the option of Luther College, should circumstances warrant such an action.
4. Cooperating teachers must have at least three years of teaching experience in the appropriate subject area. It may not be their first year in their current assignment/building.
5. Luther College's clinical field experience program requires all students to be screened for any history of criminal behavior. Students are required to follow the guidelines set by Duluth PSD (MN ISD 709) for this process. If the school does not have a system in place by which the student can complete this requirement, Luther College will process an extensive National background check for the student. The student will be required to pay the processing fee and submit the completed report to Duluth PSD (MN ISD 709). This background check will include:
 - National Sex Offender Registry
 - National Criminal Database
 - Criminal Search – County
 - ID Trace Pro
6. Duluth PSD (MN ISD 709) and Luther College agree to provide equal educational opportunities and equal access to facilities for all qualified persons. To not discriminate in employment, educational programs, and activities on the basis of age, color, creed, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal or state law.

This commitment includes the provision of a campus environment that is free from discrimination and harassment. The college will not tolerate any form of illegal discrimination or harassment and will not condone any actions or words that constitute such.

7. Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. Payment is to be made at the end of each semester after the Luther College Education Department receives the completed Student Teacher Evaluation from the cooperating teacher. Payment for a student teacher who has withdrawn prior to the middle of the term shall be one-half of the normal reimbursement with payment to be made at the end of the period.

- January Term beginning practicum (EDUC 185 & EDUC 215) - \$75
- January Term developing practicum (Methods) - \$100
- Student teaching
 - 4 weeks - \$100
 - 6-9 weeks - \$175

Luther College will send the stipend payment to the cooperating teacher's home address unless the box below is checked.

Please check here if Duluth PSD (MN ISD 709) **requires** cooperating teacher's stipend payments to be sent directly to the District instead of the cooperating teacher.

Printed Name: Jennifer Larva Title: Director of Secondary Education
Representative, Duluth PSD (MN ISD 709)

Signature: Jennifer Larva Date: 4/26/22
Representative, Duluth PSD (MN ISD 709)

Anthony Bonb
Barbara Bohack Date: 4/27/22
Signature: _____ Date: 4/6/2022
Department Chair, Luther College Education Department

Catherine Erickson
Catherine Erickson, CFO