

LUTHER COLLEGE

June 12, 2024

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.

You are receiving this new 3-year MOU because you have had Luther College students in your school district in the past. It is helpful for us to have a fully executed MOU on file even if we do not currently have students scheduled to be in your school district.

Our new 3-year Memorandum of Understanding for June 30, 2024, through July 1, 2027, 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 new 3-year MOU, please let me know as soon as possible. You can contact me by email at gunderre@luther.edu.

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 June 30, 2024 – July 1, 2027

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), 4316 Rice Lake Rd, Ste 103, , Duluth, MN 55811.

PROVISIONS:

1. Luther College and Duluth PSD (MN ISD 709) agree to participate in a clinical field experience program, including student teaching, student observations, and other field experiences if placements are available in the district.
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 who are placed in Duluth PSD (MN ISD 709).
3. Student teachers and other field experience enrollees of the Luther College Education Department must 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) and 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 and grade level. 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 must follow the guidelines set by Duluth PSD (MN ISD 709) for this process.

PLEASE CHECK ONLY ONE BOX BELOW.

- Duluth PSD (MN ISD 709) has a system in place by which the student can complete this requirement.
- Duluth PSD (MN ISD 709) requires Luther College to process a National background check for the student. The student must 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 access to facilities for all qualified persons. To not discriminate in employment, academic programs, and activities based on 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 illegal discrimination or harassment and will not condone any actions or words that constitute such.

7. This agreement begins on June 30, 2024, and terminates on July 1, 2027. Luther College or Duluth PSD (MN ISD 709) may terminate or change the assignment of any student at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

8. In gratitude, Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. Payment will be made at the end of each semester after the Luther College Education Department receives the completed assessments (2 observation feedback reports; and 2 evaluations) from the cooperating teacher. Payment for a student teacher who has withdrawn before the middle of the placement shall be one-half of the normal reimbursement with payment to be made at the end of the period.

- January Term beginning practicum (EDUC 115) - \$75
- January Term developing practicum (Methods) - \$100
- Student teaching
 - 4 weeks - \$100
 - 7-10 weeks - \$200

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

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

Printed Name: Anthony Bonds
Representative, Duluth PSD (MN ISD 709)

Title: Assistant Superintendent

Signature: *Anthony Bonds*
Representative, Duluth PSD (MN ISD 709)

Date: 6/27/24

Signature: *David Curry*
Provost, Luther College

Date: 30 May 24

AGREEMENT

THIS AGREEMENT, made and entered into this 6 day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and St. Luke's Birthing Center, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. Dates of Service. This Agreement shall be deemed to be effective as of July 1, 2024 and shall remain in effect until June 30, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance. ECFE Parent Educator(s) will provide Amazing Newborn visits with families of newborn children 2-3 times per week year-round with the exception of school breaks and dependent on staff availability. Additionally, Parent Educators will attend birthing classes when invited to provide information and resources.

3. 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 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, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$0 hourly and \$ 0 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. Propriety of Expenses. The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. 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.

9. 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.

10. 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: Jen Jaros ECFE, 709 Portia Johnson Drive, Duluth, MN 55811.

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) St. Luke's Birthing Center, Attn: Stephanie Forslund, 915 E 1st St, Duluth, MN 55805.

11. **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.

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

13. **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.

14. **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.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **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.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **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.

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