



Partner Site Agreement

True North AmeriCorps

Minnesota Emergency Response Initiative 2021

The purpose of this agreement is to establish the basic parameters of the Partner Site's participation in AmeriCorps with True North AmeriCorps for the Minnesota AmeriCorps Emergency Response Initiative as submitted with the Partner site application.

True North AmeriCorps, a program of the Duluth Area Family YMCA administers AmeriCorps programs that provide AmeriCorps members as a resource to nonprofits, school districts, and government entities in Northern MN. True North AmeriCorps is hereafter referred to as "TNAC" the Duluth Area Family YMCA is hereafter referred to as "the Y" (302 W 1st St Duluth, MN 55802).

- A. **AmeriCorps:** AmeriCorps is a national service program that engages people in a commitment to service in meeting needs in their local communities.

- B. **Minnesota AmeriCorps Emergency Response Initiative:** The Minnesota AmeriCorps Emergency Response Initiative, hereafter referred to as "the Program" or "ERI" is an AmeriCorps program. ServeMinnesota, Reading and Math Inc, the Minnesota Alliance for Youth and TNAC launched the Program. This program is designed to help organizations that need more help than ever to serve our communities, especially in the areas of food insecurity, distance learning, support to help older adults cope with social isolation, and more.

- C. **Definitions:**
 - 1. **AmeriCorps Member.** Individual who makes a commitment to serve for one term through the Program. AmeriCorps members are not employees or volunteers; they are completing service and should be referred to as a member.

 - 2. **Partner Site.** This is the location where an AmeriCorps member is placed and performs their daily service.

 - 3. **Site Supervisor.** Employee of the Partner Site who provides daily on site supervision to ensure Program objectives are met and AmeriCorps regulations are upheld.

 - 4. **Program Staff.** Employee of the Y who provides oversight and management to the Program including, member recruitment/management, site management, and compliance to AmeriCorps regulations.

 - 5. **AmeriCorps.** The federal agency that oversees all AmeriCorps programs.

- D. **Early termination:** At the Y and TNAC's discretion, the Partner Site's failure to comply with the terms and conditions of this Agreement may result in forfeiting of the Partner Site's awarded members for the current program year.

PARTNER SITE RESPONSIBILITIES

- A. **Commitment to the Program Objectives and Model:** The Partner Site agrees to commit to the Program objectives and agrees to implement its COVID-19 AmeriCorps Project Plan as submitted with the Partner site application.
- B. **Submit a Pandemic Operations Plan** Prior to member placement, Partner Sites are required to submit a pandemic operations plan to the program director, Alice Werle awerle@duluthymca.org Failure to provide an adequate plan, clarification when requested, or to carry out the safety procedures as outlined in your plan may result in the removal of your AmeriCorps member.
1. This plan must align with MDH and CDC guidelines and include details of how members, staff, and students will be kept safe. This should include guidelines for people exposed to, showing symptoms of, or waiting for COVID test results, sanitizing procedures, social distancing procedures, and how this information is communicated to others.
 2. Feel free to reference and/or use the Y's Pandemic Operations Plan or more program specific plans as a template for your operations plan.
 3. The Y's Risk and Safety Manager, Cheryl Podtburg, is available as a resource to help translate executive orders and policy into real life language. Contact her directly at cpodtburg@duluthymca.org or 218-722-4745 x115
- C. **AmeriCorps Service Environment**
1. **Safe and inclusive environment:** Provide the AmeriCorps member with a safe and welcoming service environment. Treat members as part of the staff team, including inviting them to participate in staff activities or workshops, including in staff communication (e.g., adding to a staff email list) listing in staff directory, providing a name badge if needed, etc.
 2. **On-Site Training:** Provide the AmeriCorps member with training in how to fulfill the service duties at the Partner site.
 3. **AmeriCorps signage:** Post an AmeriCorps sign provided by Program in a visible location, preferably in the front office, to identify the organization as an AmeriCorps site.
 4. **Prohibited Activities:** Post the full list of Prohibited Activities provided by Program in the member's workspace.
 5. **Non-displacement:** Ensure an AmeriCorps member is not used to displace an employee or paid position (see "Federal Policies" section of this agreement). Examples of inappropriate indirect service may include filling in for paid staff while on leave, office photocopying, answering phones, running errands, etc.
 6. **Accessibility:** Ensure the Partner Site is accessible to people with disabilities.

7. **Reasonable accommodations:** Work with Program Staff if a member requests reasonable accommodations to perform the essential functions of the AmeriCorps position.
8. **Workspace and computer access:** Provide members with a reasonable workspace (as needed for the member's service), including:
 - i. Access to computer with Internet for Program-related purposes (i.e., completing time sheets, entering data in an online database, checking Program email, etc.).
 - ii. Locked drawer to store confidential participant data (if applicable).
 - iii. Issuing an accessible email address if common email providers are blocked at the Partner Site.
9. **Grievance Procedure:** Inform TNAC Program Staff, in writing, of any instance in which the Partner Site wishes to initiate the grievance procedure that is maintained by the Y and the Program. The specific grievance must be cited to initiate the process. Concerns should be reported as early as possible. Formal grievances must be presented in writing within one year of the date of the disputed events. In the case of a grievance that alleges fraud or criminal activity, it must immediately be brought to the attention of the AmeriCorps Inspector General at <https://www.cncsoig.gov/hotline> or by calling 1-800-452-8210.
10. **Drug-Free Workplace Act:** Pursuant to the Drug-Free Workplace Act of 1988, the Program is committed to maintaining a drug and alcohol-free environment. Members are prohibited from the illegal use, manufacture, sale, dispensation, distribution, or possession of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Program premises, Partner Sites, or while traveling in an official capacity. Service is conditioned upon compliance with this policy. The Program requires that each member engaged in the performance of a federal grant shall, as a condition of service under the grant, abide by the terms of this policy and shall notify Program Staff in writing of any criminal drug charge, arrest, or conviction occurring during service no later than five (5) days after such charge, arrest, or conviction. Upon receiving notice or otherwise learning about the charge, arrest, or conviction the Program will notify the appropriate Federal-contracting agency within ten (10) days. Within 30 days of receiving such notice, the Program will (1) take disciplinary action up to and including exit for cause consistent with CNCS rules regarding termination and suspension of service, or (2) require the member to satisfactorily participate in an approved drug treatment program. The Program shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy. [Reference: 41 U.S.C. § 701 et seq.]
11. **Prohibition on member employment at Partner Site:** Members should not obtain paid employment at their Partner Site while simultaneously enrolled as an AmeriCorps member. If your member expresses interest in onsite employment opportunities, or is already employed by your site, please speak with your Program Staff to ensure compliance with federal guidance (AmeriCorps State and National Policy FAQs C.38). Additionally, the site may not hire its member (or a member currently serving at another Partner Site) as a staff person during their term of service as it would require a member

to cease their service with AmeriCorps. Every reasonable effort should be made by the site to support a member in the successful completion of their Program commitment.

- D. **Site Supervisor:** The Partner Site must designate a staff person(s) to be the Site Supervisor, who will provide programmatic support and supervision to the AmeriCorps member(s). **This individual must be designated before a member can be placed at the site.**

The Partner Site must allow sufficient time for Site Supervisors to fulfill their Program responsibilities, including attending required Program training and scheduled meetings.

If the designated Site Supervisor is not able to complete the program term (e.g., they take a leave of absence from their position at the site), the Partner Site is required to designate someone to be the Site Supervisor for the remainder of the program term.

The duties of the Site Supervisor include:

1. **On-site orientation:** Provide an on-site orientation for the AmeriCorps member. This will include a tour of the building(s), explanation of site policies (including dress code, safety procedures, and data confidentiality), site expectations for the member, etc. This orientation should include setting a schedule for weekly check-in meetings with each member.
2. **Member Safety:** In the event of a localized disaster or emergency that requires the closure of the partner site (i.e. bomb threat, fire, blizzard, burst water pipe, teacher strike, etc.), the Site Supervisor is responsible for notifying Program Staff immediately so that Program can enact an alternative service plan for the AmeriCorps member.
3. **Member supervision and time sheet approval:** Establish a supervision plan including creating a sign-in and sign-out procedure on-site to verify hours served by the member. Approve member time sheets every two weeks by the deadline. If a member's time sheet is not approved by the deadline for the pay period, the member's living allowance will be delayed until the following pay period and the timesheet is approved.
4. **Set member schedule:** Develop a minimum of 35 hours per week schedule with the member.
5. **Performance management:** Set clear expectations for the member at the beginning of the term, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.

Work closely with TNAC Program Staff if disciplinary action is needed. Members are expected to adhere to site policies regarding issues such as confidentiality, safety, dress code, attendance, etc. The Partner Site does not have the authority to terminate a member. The Partner Site must document issues and contact Program Staff to implement the performance management procedure as outlined in the Program handbook.

6. **Training attendance:** Attend required training as scheduled by Program.

7. **Program site visits:** Participate, as required or requested, in on-site visits by Program.

E. **On-Site Training and/or Staff Meetings:** The Partner Site will include members in relevant on-site training and/or staff meetings as part of their AmeriCorps service. Any expenses related to this training (e.g. food) are paid for by the Partner Site.

F. **Program Impact Data:** The Partner Site will support members in collecting and/or reporting data as required by the Program. Data is maintained online in a secure, data-privacy-compliant system.

G. **Data Privacy:** TNAC is required by law to protect the confidentiality of Personally Identifiable Information (PII) that is collected.

PII is defined as any information, physical or electronic, about an individual that can be used to distinguish or trace a person's identity, including but not limited to: name, social security number, date and place of birth, mother's maiden name, education, financial transactions, medical, criminal and employment history, biometric records, and any other personal information that is linked or linkable to an individual.

Protecting PII includes establishing procedures to prepare for and respond to a breach of confidentiality.

"Breach" is defined as: loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users and for other than authorized purpose have access or potential access to PII.

TNAC protects the confidentiality of PII by:

- Designating a PII Security Coordinator;
- Identifying the types of PII that we collect, the places where its is stored, and the service providers with whom it is shared;
- Documenting policies and procedures in place to protect PII, regardless of where it is stored;
- Identifying and documenting realistic risks to the security, confidentiality, and integrity of PII; and,
- Following those procedures in the event of a breach.

TNAC Program Staff must be notified immediately if any representative of the Partner Site suspects a breach of confidentiality related to the execution of the activities outlined in this agreement.

TRUE NORTH AMERICORPS RESPONSIBILITIES

True North AmeriCorps is a program of the Duluth Area Family YMCA. Program Staff are employees of the Y. They are responsible for providing oversight to the Program, including member recruitment/management and site management, and compliance with state and federal AmeriCorps regulations.

A. Member Recruitment and Selection:

1. **Recruitment:** Program Staff will work in collaboration with the Partner Site to recruit members.
2. **Interviewing and Selection:** Program Staff will screen all applications, conduct interviews for all candidates. Program Staff will make selection decisions, and extend an offer for a position to the applicant.
3. **Background checks:** TNAC conducts all required background checks. Member service is contingent upon successful completion of a three-part federally mandated background check (FBI, state repository, and sex offender registry checks). TNAC will conduct and pay for a thorough background check on each applicant prior to their official acceptance into the Program. TNAC will notify Partner Sites if the applicant did not clear the background check according to the TNAC and AmeriCorps policy. Actual results of the background check will not be shared with sites without written permission from the applicant. Partner Sites must notify Program Staff if it intends to conduct its own additional background check. A member may not be asked to pay for the cost of a background check. TNAC will not conduct background checks on volunteers recruited by members to assist with Partner Site events.

B. Member Management:

1. **AmeriCorps Orientation training:** Program Staff will coordinate the logistics and schedule the AmeriCorps member and Site Supervisor Orientation and any other subsequent AmeriCorps-required training that may occur during the term.
2. **Data management systems:** the Y will provide a secure, online data management system for tracking program data. TNAC provides the training for members and supervisors, as needed.
3. **Member site visits:** Program Staff may conduct site visits, as needed, with members and Site Supervisors.
4. **Monitoring program requirements:** Program Staff will monitor each member's progress in completing Program requirements and provide timely updates to the Site Supervisor to ensure members complete requirements by the end of the service term.

5. **Member personnel file:** TNAC is responsible for completing and maintaining a personnel file for each member, which includes all required documents (member eligibility documentation, time sheets, disciplinary action, performance evaluations, etc.).
6. **Member benefits:** TNAC is responsible for administering and overseeing the member benefits (as applicable), including living allowance, education award, health insurance, federal student loan forbearance, and child care reimbursement if the member qualifies.
7. **Conflict resolution:** Program Staff work together with the Site Supervisor in resolving any member issues. The Program Staff, not the Partner Site, has the authority to terminate a member.

FEDERAL POLICY: PROHIBITED ACTIVITIES FOR AMERICORPS MEMBERS

AmeriCorps members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below per 45 CFR 2520.65.

- A. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the AmeriCorps, staff and members may not engage in the following activities:
- Attempting to influence legislation;
1. Organizing or engaging in protests, petitions, boycotts, or strikes;
 2. Assisting, promoting, or deterring union organizing;
 3. Impairing existing contracts for services or collective bargaining agreements;
 4. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 5. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 6. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
 7. Providing a direct benefit to:
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - v. An organization engaged in the religious activities described in paragraph (7) of this section, unless AmeriCorps funds are not used to support the religious activities; and
 8. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
 9. Providing abortion services or referrals for receipt of such services;
 10. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.
 11. Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.
 12. Such other activities as AmeriCorps may prohibit.
- B. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

FEDERAL POLICIES: SUPPLANTATION, NON-DUPLICATION AND NON-DISPLACEMENT POLICY

These policies outline restrictions that govern the use of AmeriCorps assistance.

A. Supplantation:

AmeriCorps assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive AmeriCorps support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program in the fiscal year that support is to be provided is not less than the previous fiscal year. [45 CFR 2540.100 (a)]

B. Non-Duplication:

AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the 'Non-displacement' paragraph of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides. [45 CFR 2540.100 (e)]

C. Non-Displacement:

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving AmeriCorps assistance may not perform any services or duties, or engage in activities, that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that-
 - i. Will supplant the hiring of employed workers; or
 - ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any-
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
7. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
8. Employee who is on strike or being locked out. [45 CFR 2540.100 (f)]

FEDERAL POLICY: NON-DISCRIMINATION POLICY

TNAC and the Y do not discriminate in Program admission on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

Member selection is based solely on an applicant's ability to perform the essential functions of the position in the opinion of Program Staff.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the AmeriCorps. If you believe that you or others have been discriminated against, or if you want more information, contact:

Duluth Area Family YMCA

302 W 1st St Duluth, MN 55802

Josh Denton, HR Director jdenton@duluthymca.org

Equal Opportunity Program (EOP)

AmeriCorps

1201 New York Ave NW, Washington, DC 20525

Voice: (202) 606-7503; TTY: (202) 565-2799; Email: eo@cns.gov

The Y make every effort to ensure that its partner agencies have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their Site Supervisor, site contact, and/or TNAC Program Staff. If the partner agency is found to be engaging in such activities, removal of the current member(s) and denial of future members at that agency may result.

Discrimination on the part of AmeriCorps members will also not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the Program. We will not tolerate harassment of any kind.

Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or Program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches; abusive or degrading language; graphic or suggestive comments; or displaying inappropriate objects or pictures.

Any member who believes that he or she has been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or Program Staff.

Note to Partner Sites: In any case of discrimination related to an AmeriCorps member, the Partner Site must contact TNAC Program Staff before taking action.

Full text of the CNCS Civil Rights and Non-Harassment Policy can be found in the AmeriCorps Program Manual provided to AmeriCorps members and Site Supervisors.

DIVERSITY, EQUITY AND INCLUSION

True North AmeriCorps, Equity and Inclusion Statement:

Relationships are the containers in which meaningful change occurs. We invest in relationships. We work to ensure that all humans are seen, heard and valued. To achieve this, we commit to acknowledging the power we hold and stewarding that power in ways that dismantle systemic and individual injustice.

TNAC values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible diversity present without our Program. We believe we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. By agreeing to be a Partner Site, you are committing to join our Program in this continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by partner organizations that is not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement and any further relationship between TNAC and the Partner Site could be terminated.


CERTIFICATION

The Site Agreement serves as an agreement between the Partner Site and the Program for the 2021 program year. The terms of this agreement will begin upon Partner Site signature date and end on August 31, 2021. Amendments to this agreement shall be done in writing.

SIGNATURE

You must complete the electronic version in its entirety to certify that you have read and understand the agreement prior to a member being placed at your Partner Site.

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

Partner Site Organization Name	
Partner Site Staff Name	Title
Partner Site Staff Signature	Date
	5/25/21

**Memorandum of Agreement Between
Children’s Dental Services (CDS)
And
The Duluth Public School District
Regarding School-Based Dental Clinics**

This Memorandum of Agreement is designed to formalize the continuing relationship between Children’s Dental Services (CDS), hereinafter referred to as CDS and the Duluth School District, hereinafter referred to as DSD, regarding the operation of school-based dental clinics (SBDC).

Terms of Agreement

1. DSD agrees to provide the following at no cost to CDS at each of the schools where clinic services are provided:
 - Space as renovated and presently defined including reception area, examination rooms, shared bathrooms, conference rooms, offices, and storage. When possible and at the discretion of each Principal, CDS will have access to conference rooms.
 - All utilities.
 - Routine maintenance and repairs (e.g. light bulbs, windows, ceiling tiles, towels, toilet paper).
 - Rubbish removal (non-hazardous waste).
 - Custodial and housekeeping services.
 - Access to the internet and phones at each site.
 - Printing and inclusion of CDS parental consent form and other brochures in each school’s annual “back to school” mailing.

2. CDS will provide the following at no cost to DSD:
 - Comprehensive school-based dental center services for enrolled school and Head Start students as defined in the consent form and in compliance with CDS policies.
 - Dental care and equipment and supplies (pharmaceuticals, laboratory and medical) for use in care.
 - Proper maintenance and disposal of hazardous waste.
 - Appropriate staffing for the dental care (with training and licensing as required by law).
 - Supervision of dental staff.
 - All billing responsibilities.
 - Workers’ compensation, general liability and dental malpractice insurance for all appropriate staff.
 - All dental equipment (portable or permanent) is the property and responsibility of CDS. It remains property of CDS should the agreement end, and all repairs and maintenance of the dental equipment are the responsibility of CDS.

CDS agrees to annually provide a parental consent form template for the back-to-school mailing at the schools.

3. CDS agrees to add the following language to parent consent forms:
“Duluth School District may give information about your child’s class schedule to Children’s Dental Services”.
4. CDS and DSD mutually give permission to include names and other descriptive information about CDS on-site dental care in their respective catalogs, brochures and correspondence, naming CDS as the entity operating the dental care, and the DSD is the host and collaborating agency for the dental care.
5. CDS agrees that it has complete operational responsibility over the provision of dental care. This responsibility includes securing funding, and adjusting staffing levels or hours of operation according to school hours.
6. CDS will protect the confidentiality of any and all information received from students who seek services at the children’s dental clinic unless disclosure is necessary for the health and safety of the student and/or other persons.
7. CDS and DSD staff will work cooperatively. This includes collaboration whenever possible between clinic staff and school nurse/school social worker in addressing student needs.
8. Either DSD or CDS may terminate this Agreement with or without cause upon at least ninety (90) days written notice to the other party.
9. This agreement will commence on May 1, 2021 and shall remain effective until June 30, 2022.
10. This Agreement constitutes the entire understanding and Agreement between CDS and DSD with regard to all matters herein. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the parties.
11. This Agreement may be amended only in writing signed by all the parties hereto.
12. All notices and other communications required or desired to be given shall be given personally, or sent by telefax, registered or certified mail, postage prepaid, return receipt requested to the persons and the addresses set forth at the end of the contract. Notices will be deemed received (a) on the date delivered, if delivered personally; (b) when sent by telefax (if confirmation notice is sent by registered or certified mail on the same day; or (c) three (3) business days after posting, if sent by registered or certified mail:

ISD 709, Duluth Public Schools, Attn: Chief Financial Officer, 215 North 1st Avenue East, Duluth, MN 55802

Children’s Dental Services, Attn: Sarah Wovcha, 636 Broadway Street Northeast, Minneapolis, MN 55413

13. The laws of the State of Minnesota shall govern this Agreement.
14. Nothing herein shall create or be deemed to create any relationship of agency, joint venture or partnership between DSD and CDS. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in this Agreement.
15. Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.
16. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.
17. Any waiver, expressed or implied, by either party of any rights, terms or conditions of the Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms, or conditions beyond the specific instance of waiver.
18. CDS and DSD shall indemnify and defend each other with respect to claims made by third parties concerning the respective performance of the matters referenced herein.
19. CDS will notify DSD of any individual working in our schools with convictions of a gross misdemeanor or felony.
20. CDS 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.
21. CDS and DSD agree that this contract implies no exclusivity and that DSD may utilize other providers, however, alterations to dental services will not occur unless notice is provided and a meeting between CDS, DSD and relevant funding partners occurs.
22. CDS agrees to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on DSD’s website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

The Parties hereby cause this instrument to be executed by their duly authorized officers:



Sarah Wovcha, J.D., M.P.H.
Executive Director,
Children's Dental Services
636 Broadway Street NE
Minneapolis, MN 55413
(612) 746-1530 ext. 204

8/13/21
Date



Catherine Erickson
Chief Financial Officer
Duluth Public Schools, ISD #709
215 N First Avenue East
Duluth, MN 55802
(218) 336-8704

5-11-21
Date

AGREEMENT

Between Lake Superior Community Health Center and the Duluth Public School District, ISD#709

THIS AGREEMENT is made and entered into effective as of the 8th day of September, 2021, by and between Independent School District #709, a public corporation (ISD #709 or Duluth Public Schools), and Lake Superior Community Health Center, a Minnesota nonprofit corporation and Federally Qualified Health Center (LSCHC).

BACKGROUND AND INTENT

WHEREAS, the purpose of this Agreement is to encourage cooperation between LSCHC and Duluth Public Schools regarding mental health services for students, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to increase the capacity of mental health services onsite at its schools;

WHEREAS, LSCHC desires to assist Duluth Public Schools to provide therapeutic services for students, including mental health services such as diagnostic assessments, mental health treatment plans, and individual therapeutic sessions;

WHEREAS, the parties wish to enable and structure the collaboration between LSCHC and ISD #709 to make available therapeutic services for students with unmet social, emotional, behavioral, and mental health needs, the treatment of which is within the licensure and competency of LSCHC staff.

NOW, THEREFORE, LSCHC and Duluth Public Schools agree that it is in the best interest of students and their families attending school in Duluth Public School District to enter into this AGREEMENT.

I. ROLES AND RESPONSIBILITIES

A. Role of Lake Superior Community Health Center

1. Subject to section A.6 below, LSCHC will provide a mental health professional supervised by a licensed mental health clinician for onsite student appointments scheduled in advance with legally sufficient parental consent at ALC or such other location agreed upon by

LSCHC's Director of Outpatient Behavioral Health, ISD #709 Mental Health Partnership Coordinator, ISD #709 Assistant Superintendent and School Principal.

2. Students referred by school personnel or parents will be seen individually by the licensed Therapist at ALC in a private setting for interviews, diagnostic assessments, treatment plans, and individual therapeutic sessions according to LSCHC's policies and procedures.
3. School personnel, including school social workers, teachers, counselors and administrative staff, may request that LSCHC therapists provide consultations or In-Service presentations from time to time. Such consultations or In-Service presentations may be scheduled only by mutual agreement between LSCHC and ISD#709.
4. Students served by LSCHC in the Duluth Public Schools are clients of LSCHC and are subject to the same rights and responsibilities as clients served onsite at LSCHC's main office.
5. LSCHC administrative staff may meet with Duluth Public Schools Administrative staff periodically to plan or assess the system of service delivery under this Agreement taking into consideration both the needs of LSCHC and ISD #709.
6. For the first 90 days of the 2021-22 school year, LSCHC agrees to place a therapist on site at Duluth Public Schools ALC for one half-day per week to provide mental health services to students without regard to the number of appointments scheduled in advance, with the day of the week to be fixed by mutual agreement. After the first 90 days, LSCHC will provide a therapist each week only if at least 4 student appointments are scheduled in advance for such half-day period. The minimum number of appointments may be varied at the discretion of LSCHC following consultation with ISD#709 administrative staff.
7. LSCHC will maintain appropriate professional liability insurance for LSCHC and its employees.
8. LSCHC will share student/client information with school staff and with the consent of the student/responsible parent only when the student/responsible parent has provided a legally sufficient authorization and release of information. LSCHC and ISD#709 will cooperate to ensure appropriate authorizations are obtained and maintained.
9. LSCHC and ISD #709 will cooperate to obtain parental permission for ISD #709 to refer students for therapy services and for LSCHC to provide such services.
10. LSCHC will maintain and own case management records of students served.
11. LSCHC will, with the cooperation of ISD #709, obtain insurance and other information necessary to appropriately bill parents and/or third-party payers for services delivered. ISD #709 will not be responsible for the cost of services delivered by LSCHC.

12. LSCHC staff may meet periodically with ISD #709 staff to review the working relationship and to address any concerns or conflicts.

Role of ISD 709

1. ISD #709 will meet periodically with LSCHC's administrative staff to plan and assess a system of mental health service delivery.
2. ISD #709 will inform Principal and school staff of services available and work with LSCHC staff to develop a system to identify and refer students that may be in need of mental health services.
3. ISD #709 will provide LSCHC with a private meeting space for mental health professionals with access to a telephone and internet connection.
4. ISD #709 and LSCHC will cooperate to obtain parental permission for ISD #709 to refer students to LSCHC for therapy services and for LSCHC to provide such services.
5. ISD #709 shall ensure that all activities contemplated by or occurring pursuant to this Agreement comply with all state, federal and local laws to which ISD#709 is subject.
6. ISD #709 shall ensure that meetings with therapists do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.
7. ISD #709 shall ensure that therapy services do not interfere with students receiving federally mandated IEP services from Special Education staff.

II. GENERAL TERMS

Terms. This Agreement will begin effective the date of 9-8-2021 and will continue through 6-15-2022 unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party thirty days prior written notice.

Confidentiality. LSCHC 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 related to this project.

LSCHC and ISD #709 agree that they will not at any time disclose confidential information and/or material of the other party without consent of that party unless such disclosure is authorized by this Agreement or required by law. Each party agrees to perform in strict compliance with the specific state and federal laws to which each is subject regarding client or student confidentiality.

Data Practices. LSCHC understands and agrees that it will comply with 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.

Student academic records including grades, attendance, special education records, and behavior reports will be provided to the therapist at their request upon receiving a copy of a signed release of information in which the parent has granted permission.

Background Check. LSCHC represents that all its staff who may work with ISD #709 students have undergone criminal background checks in compliance with Minnesota law and their respective licensing boards and that such background studies are renewed and updated as required by law. Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

Independent Contractor. The parties agree that they will act as independent contractors in the performance of their 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, each party shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of its 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.

Notices. All notices to be given by LSCHC to ISD #709 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 ISD #709 to LSCHC shall be deemed to have been given by depositing the same in writing in the United States Mail to Lake Superior Community Health Center, Attn: Kristie Hills, 4325 Grand Ave, Duluth, MN 55807.

Assignment. Neither party shall 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 other party.

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

Governing Law. 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.

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.



Date: 4-30-2021
Jessie Peterson, Interim CEO
For Lake Superior Community Health Center



Date: 5-14-21
Cathy Erickson, Executive Director of Business Services
For ISD #709



This event participation agreement (hereinafter the “Agreement”) is made and entered into as of the 17 day of January, 2022, by and between Minnesota Black Basketball Coaches Association (hereinafter “MBBCA”) and Duluth East High school in Duluth, Minnesota (hereinafter “DULUTH EAST”).

RECITALS

WHEREAS, DULUTH EAST desires to place on its 2021-22 varsity boys basketball schedule the 2022 MBBCA MLK Cultural Games (hereinafter the “MLK Games”), to be held at Alumni Gym - Macalester College 129 Snelling Ave. S St. Paul, MN 55105; and

WHEREAS, MBBCA and DULUTH EAST (hereinafter the “Parties”) desire to enter into this Agreement to memorialize the terms of participation in the MLG Games, as set forth below.

NOW, THEREFORE, the Parties hereby agree as follows:

1. EVENT DETAILS. The Parties mutually agree that on January 17th 2022 , DULUTH EAST shall compete in the sport of varsity boys’ basketball against another high school boys’ varsity basketball team, scheduled by MBBCA, at the MLK Games
2. ELIGIBILITY AND COMPLIANCE. DULUTH EAST must be eligible to participate in the MLK Games under the rules of the Minnesota State High School League (“MSHSL”). Suspension or forfeiture of DULUTH EAST’s membership in the MSHSL shall render this Agreement null and void and be deemed a breach of the Agreement by DULUTH EAST. The game played by DULUTH EAST at the MLK Games shall be governed by the Minnesota State High School League’s rules and regulations.
3. MLK GAMES OFFICIALS. MBBCA shall retain and pay for all MLK Games officials.
4. MARKETING AND PROMOTIONS. For purposes of promoting the MLK Games to fans, boosters and community members, DULUTH EAST hereby agrees to list the MLK Games on its varsity boys’ basketball schedule and to work with MBBCA to market and promote the MLK Games. Any such promotions, however, shall be mutually agreed upon by the Parties. Any fliers or other advertising materials of any kind shall be approved by MBBCA prior to distribution.
5. MERCHANDISE. MBBCA shall have the limited right to use DULUTH EAST’s team logo to market and promote the MLK Games; provided, however, that such use shall be in a manner that does not imply sponsorship of and/or endorsement by DULUTH EAST of any MBBCA product or service, and only with the prior approval of DULUTH EAST. DULUTH EAST

hereby acknowledges and agrees that MBBCA shall have the right to use any logo it creates for the MLK Games, which may be co-mingled with the DULUTH EAST team logo.

6. APPLICABLE TAXES. DULUTH EAST understands and agrees that, in addition to any fees and/or costs it is responsible for as set forth herein, if any, DULUTH EAST shall also be responsible for and obligated to pay any and all applicable taxes, including without limitation, sales and use tax, related to such fees and costs, if any. In the event DULUTH EAST is exempt from any or all of said taxes, DULUTH EAST shall provide MBBCA with all necessary tax exemption documentation to the reasonable satisfaction of MBBCA prior to the MLK Games.

7. INDEMNITY. DULUTH EAST agrees to provide liability coverage for its officers, employees and agents while acting within the scope of their employment. DULUTH EAST further agrees to indemnify and hold harmless MBBCA, its parent, officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of DULUTH EAST.

8. INSURANCE. DULUTH EAST agrees to procure and maintain a policy or policies of comprehensive general liability insurance, including participant legal liability, at its own cost and expense, covering claims, demands or actions for property damage and for bodily injury, personal injury or death, sustained by one or more persons as a result of any occurrence, made by or on behalf of any person or persons, firm or corporation, arising from, related to or connected with, the conduct and operation of DULUTH EAST's activities and business under this Agreement. Said insurance shall be in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Such public liability and property damage insurance shall protect against loss from liability imposed by law for damage on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons whatsoever, resulting directly or indirectly by acts or activities of DULUTH EAST or any person acting for DULUTH EAST or under DULUTH EAST's control or direction. This insurance coverage shall name MBBCA as an additional insured and extend for all accidents and incidents occurring during the term of this Agreement and any subsequent renewal terms. All insurance coverage required herein shall be provided by admitted carriers having at least an A.M. Best rating of no less than A-VIII (except for State Fund for Worker's Compensation coverage). Upon request, DULUTH EAST shall furnish to MBBCA a certificate of insurance from its insurance carrier(s) evidencing such insurance to be in full force and effect in accordance with the terms of this Agreement. MBBCA's failure to request, review or comment on such certificate(s) shall not affect MBBCA's rights or DULUTH EAST's obligation hereunder. DULUTH EAST further agrees to procure and maintain a policy or policies of workers' compensation insurance, as required under Minnesota law, at its own cost and expense.

9. GOVERNING LAW. This Agreement is to be governed by and construed in accordance with the laws of the State of Minnesota. This Agreement constitutes the whole agreement between MBBCA and DULUTH EAST and may not be amended except by a writing duly executed by both Parties hereto.

10. ASSIGNMENT. MBBCA may, without the necessity of consent, assign or transfer its rights or obligations under this Agreement to any parent, subsidiary or affiliate corporation or entity.

11. HEADINGS. The headings in this Agreement are inserted for convenience only, are not a part of this Agreement, and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Agreement Date first written above.

Duluth East High School

By: Catherine Erickson

Name: Catherine A. Erickson

Title: CFO

Minnesota Black Basketball Coaches Association

By: _____

Name: _____

Title: _____

AGREEMENT

Revised 3/3/15

THIS AGREEMENT, made and entered into this 5th day of May, 2021, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Jostens, 629 N 43rd Ave E, Duluth, MN 55804 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 ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2021, and shall remain in effect until June 30, 2022, 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.** RFP-312 Annual Yearbook Denfeld High School per specifications and the response provided to the RFP.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 will receive a 15% net commission rate. Contractors are 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 the TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

7. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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 ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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 ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 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 ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Beth Johnson, Jostens, 629 N 43rd Ave E, Duluth, MN 55804.

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 ISD 709.

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 without regard to conflict of laws considerations.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **Cancellation.** Per RFP-312 specifications.

17. **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.

18. **Insurance.** 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:

19. **Workers' Compensation Insurance:** Contractor must provide Worker's 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.

20. **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. ISD 709 shall be named an additional insured under said policy and proof of this insurance

shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000 per occurrence.

21. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/ Executive Director of Business Services

22. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

23. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.


At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR



Jill Lofald, Board Chair



By

Territory Sales Representative

Title

41-1998066

Taxpayer Identification Number

Jostens[®] Yearbook Agreement

Jostens, Inc. | 7760 France Avenue South, Suite 400 | Minneapolis, MN 55435 | 952-830-3300

Customer Name	DULUTH EAST HIGH SCHOOL	Customer Phone	(218)336-8845
Customer Address	301 N 40TH AVE E, DULUTH, MN 55804		
Contact Name	Anton Kelekovich	Contact Phone	(218) 336-8738
Contact Role		Email	anton.kelekovice@isd709.org

The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified below (the "Term"). The parties agree as follows:

- Jostens and the Customer will work together to establish all yearbook specifications (including things such as size, copies and pages), completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions found at:
<https://jostens.secure.force.com/terms?Lid=YBKUS>
- After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.
- The Term of this Agreement is for the following years: 2022 through 2025

Additional Notes/Specifications Agreed Upon:

Price and term renewal is based on awarded RFP-313

This Agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions.

X *Jill Lofald*
SIGNATURE OF CUSTOMER AUTHORIZED REPRESENTATIVE

Jill Lofald 5-11-21
PRINTED NAME DATE

X _____
SIGNATURE OF 2ND CUSTOMER AUTHORIZED REPRESENTATIVE (IF REQUIRED)

PRINTED NAME DATE

X *Beth Johnson*
SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE

BETH JOHNSON 5/10/2021
PRINTED NAME DATE

REP # 1959 JOB # 47892

AGREEMENT

Revised 3/3/15

THIS AGREEMENT, made and entered into this 5th day of May, 2021, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Jostens, 629 N 43rd Ave E, Duluth, MN 55804 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 ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2021, and shall remain in effect until June 30, 2022, 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.** RFP-313 Annual Yearbook East High School per specifications and the response provided to the RFP.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 will receive a 15% net commission rate. Contractors are 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 the TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 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 ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

7. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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 ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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 ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 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 ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Tony Kelekovich, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Beth Johnson, Jostens, 629 N 43rd Ave E, Duluth, MN 55804.

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 ISD 709.

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 without regard to conflict of laws considerations.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive bidding requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **Cancellation.** Per RFP-313 specifications.

17. **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.

18. **Insurance.** 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:

19. **Workers' Compensation Insurance:** Contractor must provide Worker's 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.

20. **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. ISD 709 shall be named an additional insured under said policy and proof of this insurance

shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000 per occurrence.

21. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/ Executive Director of Business Services

22. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

23. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR



Jill Lofald, Board Chair



By

Territory Sales Representative

Title

41-1998068

Taxpayer Identification Number

Jostens[®] Yearbook Agreement

Jostens, Inc. | 7760 France Avenue South, Suite 400 | Minneapolis, MN 55435 | 952-830-3300

Customer Name	DENFELD HIGH SCHOOL	Customer Phone	(218)336-8830
Customer Address	401 N 44TH AVE W, DULUTH, MN 55807		
Contact Name	Anton Kelekovich	Contact Phone	(218) 336-8738
Contact Role		Email	anton.kelekovice@isd709.org

The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified below (the "Term"). The parties agree as follows:

- Jostens and the Customer will work together to establish all yearbook specifications (including things such as size, copies and pages), completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions found at:
<https://jostens.secure.force.com/terms?Lid=YBKUS>
- After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.
- The Term of this Agreement is for the following years: 2022 through 2025

Additional Notes/Specifications Agreed Upon:

Pricing and Term renewal is based on awarded RFP-312

This Agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions.

X *Jim Lafald*
SIGNATURE OF CUSTOMER AUTHORIZED REPRESENTATIVE

Jim Lafald 5-11-21
PRINTED NAME DATE

X _____
SIGNATURE OF 2ND CUSTOMER AUTHORIZED REPRESENTATIVE (IF REQUIRED)

PRINTED NAME DATE

X *B. Johnson*
SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE

BETH JOHNSON 5/10/2021
PRINTED NAME DATE

REP # 1959 JOB # 13419



March 18, 2021

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

Dear Cathy Erickson:

Enclosed, please find the Memorandum of Understanding for the 2021-2022 academic year. Please have the appropriate individual at your school district sign the MOU. Return the signed copy to the Education Office in the enclosed postage paid envelope. 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.

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. We look forward to working with you during the 2021-2022 school year.

Sincerely,

A handwritten signature in cursive script that reads "Renee Gunderson".

Renee Gunderson
Administrative Assistant
Luther College Education Department
Koren 109
Phone (563)387-1140 Fax (563)387-1107
gunderre@luther.edu



**Memorandum of Understanding
2021 – 2022**

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 / Catherine Erickson Title: Dir of TLE Secondary /
Representative, Duluth PSD (MN ISD 709)

Signature: Jennifer Larva / Catherine Erickson Date: 5/25/21
Representative, Duluth PSD (MN ISD 709)

Signature: Barbara Bohach Date: 3/17/2021
Department Chair, Luther College Education Department

Signature: Kevin Kaur Date: 3/17/2021
Academic Dean, Luther College

Contract Number: MNSU-2021-014598

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

**MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP
FOR NON-ALLIED HEALTH PROGRAMS**

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Minnesota State University Mankato, 238 Wigley Administration Center, Mankato, MN 56001** (“the College/University”) and **ISD 0191, Duluth Public Schools, 215 N 1st Ave E, Duluth, MN 55802-2069** (“the School”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

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

A. THE PARTIES UNDERSTAND THAT:

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

B. RESPONSIBILITIES OF EACH PARTY

1. **The College/University agrees to:**
 - a. Make arrangements with the School to place teacher candidates who are eligible for placement under Minnesota law and University policies and procedures that will

support the student's occupational goals and meet any applicable Program requirements.

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

2. The School agrees to:

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

- h. Reserve the right to deny a student teaching opportunity to an applicant and to terminate a student teaching assignment for cause.
- i. Cooperate with the University in providing a mutually agreeable training experience at the School that supports the student's educational and occupational goals.
- j. Consult with the University about any difficulties arising at the School's training site that may affect the student's participation.
- k. Assist in the evaluation of the student's performance and provide time for consultation with the University concerning the student, as needed.
- l. Provide assessment for the University teacher candidate via Danielson's Framework and the Teacher Performance Assessment.
- m. Support the mentor teacher's attendance to Pairs/Co-Teaching training with each new student.

3. LIABILITY

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

4. TERM OF AGREEMENT

This Agreement is in effect from **July 1, 2021** or when fully executed, and shall remain in effect until **June 30, 2026**. This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

5. FINANCIAL CONSIDERATION

The University will pay to the School **or** cooperating teacher an amount not to exceed **Two Hundred and 00/100 Dollars (\$200.00)** for each full-time student teacher placed in the School.

6. CHANGES OR ADDITIONS TO THE AGREEMENT

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

7. ASSIGNMENT

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

8. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The School agrees that in fulfilling the duties of this Agreement, the School is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College/University IS

NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. DATA PRIVACY

The requirements of Minnesota Statute Section 13.05, subd. 11 apply to this contract. The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 [“the Act”]) that classify the College/University’s written and electronic information as public, private or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the School receives a request from a third party for any data provided to the School by the College/University, the School agrees to immediately notify the College/University. The College/University will give the SCHOOL instructions concerning the release of the data to the requesting party before the data is released and the School agrees to follow those instructions. 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.

10. STUDENT TRAINING EXPERIENCE/INTERNSHIP AGREEMENT

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

11. NON-DISCRIMINATION

The School recognizes that it is the policy of the 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 School agrees to adhere to this policy in implementing this Agreement.


[Remainder of page intentionally left blank]

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

APPROVED:

1. SCHOOL: DULUTH PUBLIC SCHOOLS ISD 0709

Approved:

By:	Cathy Erickson 
Title:	CFO
Date:	5/27/21

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

Recommended:

By:	Elizabeth Finsness
Title:	Director, Field & International Experience
Date:	

Approved:

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

3. AS TO FORM AND EXECUTION:

By:	Vickie Hanson
Title:	Office Administrator
Date:	

Attachment A

**Minnesota State University, Mankato
Student Teaching Assignment Contract**

For more information, please contact the Office of Field and International Experience @ Phone 507-389-1517 / Fax 507-389-2270 / OFIE@mnsu.edu

Date:
Student Name:
School:
District:
Approximate Student Teaching Dates:

Mentor Teacher:
Subject:
Grade:
Term and Year:

Please read the agreement sections of the mentor teacher and teacher candidate before signing this form.

<p>Mentor Teacher agrees to:</p> <ul style="list-style-type: none"> • Be specific in directions for all work assignments and due dates. • Acquaint and integrate the student teacher with and into the classroom, school, and district environment and policies. • Actively model effective planning for instruction throughout experience. • Function as a mentor/resource person in matters pertaining to classroom and professional practice. • Attend Pairs Training. Co-plan and co-teach with the teacher candidate. <p>Other: _____</p>	<p>Teacher Candidate agrees to:</p> <ul style="list-style-type: none"> • Meet all deadlines and put forth best effort. • Maintain professional attitude toward all members of the school community. • Know, follow, and enforce rules, regulations, and policies of the mentor teacher/school/district. • Prepare written unit lesson plans for any teaching assignment in advance of teaching as prescribed. • Be proactive to improve teaching skills by being reflective, observant of other teaching methods and taking constructive criticism positively. • Attend orientation for Student Teaching. • Attend Pairs Training. Co-plan and co-teach with the mentor teacher. <p>Other: _____</p>
--	--

CHECKLIST

All items listed below must be completed and checked off before returning this form:

- Mentor teacher has been directed to the Teacher Candidate Handbook at http://ed.mnsu.edu/field/studentteaching/st_handbook.pdf
- Mentor teacher and teacher candidate have discussed expectations/roles/assignments.
- Mentor teacher and teacher candidate have viewed the edTPA video at <http://vimeo.com/74137447>
- Teacher candidate has been or will be provided a school/district handbook and/or other materials to help prepare for experience.

Teacher Candidate Email Address:

Acknowledge & Acceptance:

I have reviewed this document and discussed its contents. My signature means that I understand what is expected of me as a mentor teacher or student teacher and I will do my best to follow the aforementioned guidelines/agreement.

Teacher Candidate

_____ I accept the student teaching assignment

Mentor Teacher

_____ I accept the student teacher placement

Teacher Candidate Signature

Date

Mentor Teacher Signature

Date

Mentor Teacher Email Address

RETURN ONE COPY OF THIS CONTRACT TO:

Minnesota State University, Mankato
Office of Field and International Experience
119 Armstrong Hall
Mankato, MN 56001

Check if State Employee Yes No

If yes, Agency: _____

Tech ID#: _____

This documents is available in alternate format to individuals with disabilities by calling the Office of Field and International Experience at 507-389-1517 (v) or (800) 627-3529 MRS/TTY

Attachment B

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

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

Support teacher candidates in completing the edTPA by **reviewing policies for the use of video** in your classrooms to ensure that current district procedures for obtaining parental permission are adequate and by working with candidates to secure parental permission.

Collaborate with teacher preparation programs in ensuring mutually beneficial student teaching placements. Well-integrated student teaching experiences help to foster candidate success in the edTPA process and contribute to veteran teacher professional development.

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

Certificate Of Completion

Envelope Id: 20CF83DCF9444569ABBA21D48CC83B48	Status: Sent
Subject: Signature request on Contract MNSU-2022-014598-ISD 0709-Duluth Public Schools-Student Training	
Source Envelope:	
Document Pages: 7	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Jaggaer Interface
Time Zone: (UTC-06:00) Central Time (US & Canada)	30 7th St E, Ste 350
	Saint Paul, MN 55101
	contracts@minnstate.edu
	IP Address: 199.188.157.82

Record Tracking

Status: Original	Holder: Jaggaer Interface	Location: DocuSign
5/11/2021 11:24:10 AM	contracts@minnstate.edu	

Signer Events

Signature	Timestamp
Cathy Erickson catherine.erickson@isd709.org CFO Duluth Public Schools ISD 709 Security Level: Email, Account Authentication (None)	Sent: 5/11/2021 11:57:14 AM Resent: 5/11/2021 11:59:37 AM Resent: 5/14/2021 8:43:18 AM Resent: 5/17/2021 10:54:44 AM Viewed: 5/18/2021 8:17:51 AM

Electronic Record and Signature Disclosure:
Accepted: 5/18/2021 8:17:51 AM
ID: 3e2213e7-6dfa-48f1-86e2-c9b5c66f2786

Elizabeth Finsness
elizabeth.finsness@mnsu.edu
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 5/17/2021 10:57:01 AM
ID: c5ecf3a2-980f-48b4-ae0a-7077dddf989

Richard Straka
richard.straka@mnsu.edu
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 5/17/2021 3:07:52 PM
ID: 9ebb8184-8999-428b-832f-d0a5dea52be5

Vickie Hanson
vickie.hanson@mnsu.edu
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 5/17/2021 2:52:18 PM
ID: e7c4bd29-529d-491d-b494-d75aefea4662

In Person Signer Events

Signature 	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/11/2021 11:57:14 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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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

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 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 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.