

September 7, 2018

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

Dear Mr. Hasler:

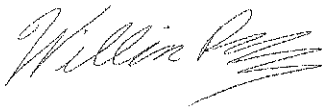
On behalf of the faculty and students of The College of St. Scholastica, I want to thank you and your staff for providing an excellent clinical site for student learning.

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

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

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

Sincerely,



William Rose
Administrative Specialist, School of Nursing
wrose@css.edu
218 723 7057

Enclosures

REVIEW AND CONTINUATION OF THE
CLINICAL LEARNING EXPERIENCE AGREEMENT
BETWEEN

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

AND


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

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

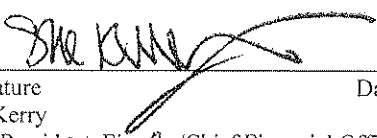
This Agreement will be reviewed and evaluated at the close of each academic year by both parties and revisions or alterations made as are deemed advisable. Agreed upon revisions and alterations must be made in writing approved with signatures of those positions required on the primary Agreement.

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


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



Signature Date
Sheryl Sandahl, PhD, RN
Dean and Professor, School of Nursing
The College of St. Scholastica



Signature Date
Sue Kerry
Vice President, Finance/Chief Financial Officer
The College of St. Scholastica



Signature Date
William Gronseth

Printed Name
Superintendent

Title
Duluth Public School System - ISD #709

WITC ARTICULATION AGREEMENT

School District of Denfeld (Duluth) 2018-2019

Wisconsin Indianhead Technical College (WITC) and the **School District of Denfeld (Duluth)** hereby enter into an agreement that provides for dual and advanced standing credit (as indicated) for the course(s) listed below.

The purpose of the Dual Credit Articulation Process is to provide an opportunity for high school and technical college staff to confer on the competencies covered in their coursework and offer high school students the possibility to earn college credit. Students who have mastered competencies at the high school level, matching similar competencies in coursework offered at WITC, will be granted advanced standing. Students who have mastered competencies at the high school level, matching exact competencies in coursework offered at WITC, will be granted dual credit.

Representatives from WITC and **Denfeld (Duluth)** High School will evaluate the current agreement on an annual basis to determine whether it should be renewed or modified.

For Dual Credit Agreements, Wisconsin Indianhead Technical College agrees to:

1. Provide competency and performance-based curriculum materials for the course(s) covered by this agreement.
2. Assure quality and currency of the curriculum.
3. Assure course competencies and performance standards are the same in the course taught in the high school as those in the course taught at WITC.
4. Provide instructor in-service and ongoing instructional support for those teaching the dual credit course.

For Dual Credit Agreements, the high school instructor agrees to:

1. Offer WITC course using WITC curriculum and comparable textbooks/equipment.
2. Follow WITC registration and grading policies.
3. Provide data necessary to process WTCS certification.
4. Maintain Wisconsin DPI certification and WTCS certification.
5. Work in cooperation with WITC and instructional areas.

Please refer to page 2 of the WITC Articulation Handbook for a detailed list of high school and mentor responsibilities.

Wisconsin Indianhead Technical College (WITC)

School District of **Denfeld (Duluth)**

Bonny Copenhaver, Ed.D. Date
Vice-President, Academic Affairs

Cathryn E. Ebor 10-29-18

Superintendent/ CFO Date
District Administrator

WITC Authorized Representative Date

Joseph M. Romer 10/17/18

High School Principal Date

WITC Authorized Representative Date

WITC ARTICULATION AGREEMENT

School District of Denfeld (Duluth) 2018-2019

Condition for all courses listed on this agreement: • Advanced Standing (AS): Grade of B or better (3.0 GPA)
 • Dual Credit (DC): Grade of C or better (WITC scale)

Note: When enrolling at WITC, students eligible to receive advanced standing credit must present a copy of their high school transcript for verification of coursework completed.

High School	HS Teacher	Agreement Type	WITC Course Number	WITC Course Title	# of WITC Credits	High School Course Title
Denfeld (Duluth)	Soland, Stewart	AS	32404380	Automotive Brake Systems	1 of 3	Automotive Basics: Brakes and Engines
Denfeld (Duluth)	Soland, Stewart	AS	32404375	Automotive Fundamentals	2	Automotive Basics: Brakes and Engines
Denfeld (Duluth)	Soland, Stewart	AS	32404379	Suspension & Alignment	1 of 3	Automotive Basics: Transmission and Suspension



Concurrent Enrollment Program Aid Application and Procedures 2018-19

Pursuant to Minnesota Statutes, section 124D.091, Concurrent Enrollment Program (CEP) Aid, districts are eligible to receive aid if they are offering a concurrent enrollment course according to an agreement under section 124D.09, subdivision 10, from an eligible postsecondary institution as defined in 124D.09, subdivision 3.

The concurrent enrollment courses offered by the district must be accredited by the National Alliance of Concurrent Enrollment Partnerships (NACEP), in the process of being accredited or shown by clear evidence to be of comparable standard to accredited courses. Please note that technical courses within a recognized career and technical education program of study approved by the commissioner of education and the chancellor of the Minnesota State Colleges and Universities may also be eligible for this aid.

If your high school's concurrent enrollment courses are offered in partnership with the postsecondary institutions listed on page 3 of this form, you do not need to complete this application.

Only high schools that are partnering with *eligible* postsecondary institutions **not** accredited by (NACEP), or in the process of becoming accredited by NACEP, must complete this application in order to receive concurrent enrollment aid. Districts are responsible to submit the application and required documentation to the Minnesota Department of Education.

Please mail or submit a scanned version of the application and documents electronically to: Jacqui McKenzie, Minnesota Department of Education, 1500 Highway 36 West, Roseville, MN 55113 or Jacqui.mckenzie@state.mn.us.

If you have questions on the processing of payments of concurrent enrollment program aid, please contact your business office or Jeanne Krile at the Minnesota Department of Education, 651-582-8637 or Jeanne.krile@state.mn.us.

In order to receive aid, completed application and required documents must be received by October 30 of each year.

Concurrent enrollment partnership school year: 2018-19

Date: 10/1/18 District Name: Duluth Public Schools District Number: 709

High school name and number: Dunfeld High School /

High School Contact Name: Tonya Samiers High School Contact Email: Tonya.samiers@isd709.org

Eligible Partnering Postsecondary Institution: Fond du Lac Tribal and Community College

Forms completed by: Jean Lancour Title: Executive Assistant

Email address: jean.lancour@isd709.org Telephone number: 218-336-8711

Please indicate the type of high school/postsecondary partnership below.

The courses included in this application are part of a concurrent enrollment program but are offered by a postsecondary institution that has not been accredited by the National Alliance of Concurrent Enrollment Partnerships (NACEP) and is not in the process acquiring NACEP accreditation.

If this selection reflects the high school/postsecondary partnership, please submit the following required documentation:

1. A copy of the signed contract between the high school and postsecondary institution that includes a list of all concurrent courses offered.
2. A Signed Statement of Assurances to ensure the comparable quality of these courses.

Career and Technical Education

The technical courses included in this application are part of a concurrent enrollment program within a recognized career and technical education program of study approved by the commissioner of education and the chancellor of the Minnesota State Colleges and Universities.

I hereby certify by my signature that I have thoroughly reviewed the enclosed information and have submitted the appropriate documentation required as part of the application process for Concurrent Enrollment Program Aid and that the data contained in the attached report is true, accurate, and timely, for the **2018-19** school year. By my signature below, I certify that information provided accurately describes the status of the concurrent enrollment courses being offered at our school(s).

Superintendent's Signature: [Signature] Date: 10/25/18

Superintendent's Name (typed or printed): William Cronseth

Postsecondary CE Administrator's or Dean's Signature: [Signature] Date: 9/24/18

Administrator's name (typed or printed): Dr. Anna Fellegly

This Statement of Assurance includes statutory requirements under the Postsecondary Enrollment Options Act (Minnesota Statutes, section 124D.09) and Concurrent Enrollment Program (Minnesota Statutes, section 124D.091) and reflects the current quality standards of concurrent enrollment programming as defined by NACEP.

NOTE: This section does not have to be completed for Career and Technical Education Program applications.

The applicant and the partnering postsecondary institution assure the Minnesota Department of Education:

1. The postsecondary institution is an eligible PSEO institution, as defined by Minnesota Statutes, section 124D.09, subdivision 3 (see page 3).
2. The postsecondary institution does not receive reimbursement from the state for this course.
3. The courses are not developmental or remedial or any other course that is not college level.
4. Courses administered that are college/university catalogued courses with the same departmental designations, course descriptions, numbers, titles, and credits.
5. College/university courses administered through concurrent enrollment reflect the pedagogical, theoretical and philosophical orientation of the sponsoring college/university departments.
6. If the course is taught by a high school teacher, the postsecondary faculty participates in site visits or virtual contact throughout the school year.
7. The high school teachers, or postsecondary faculty administering these courses, are approved by the respective college/university departments and meet academic department requirements for teaching the college/university course.
8. The college/university provides new concurrent enrollment instructors with discipline-specific training and orientation regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy and administrative responsibilities and procedures prior to the instructor teaching the course.
9. If the course is taught by a high school teacher, the partnering postsecondary institution provides annual discipline-specific professional development activities and ongoing collegial interaction to address course content, course delivery, assessment, evaluation, and/or research in the development in the field.
10. The partnering postsecondary institution and the high school administrations have procedures in place to address instructor non-compliance with the college/university's expectations for courses offered through the CEP (for example, non-participation in CEP training and/or activities).
11. The college/university officially registers or admits concurrently enrolled students as degree-seeking, non-degree seeking, or non-matriculated students of the college/university and records courses administered on official college/university transcripts.
12. The partnering postsecondary institution ensures its students meet the course prerequisites of the college/university.
13. The partnering postsecondary institution provides students and schools with a comprehensive publication that outlines rights and responsibilities of enrolled college/university students.
14. Concurrent enrollment students are held to the same standards of achievement as those expected of students in on campus sections.
15. The college/university ensures that concurrently enrolled students are held to the same grading standards as those expected of students in on campus sections.
16. Concurrent enrollment students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as students in on campus sections.
17. The concurrent enrollment program conducts end-of-term student university/college course evaluations for each course section offered through by the program.

STATEMENT OF UNDERSTANDING/ASSURANCE VERIFICATION

Furthermore, I hereby certify by my signature below on this form that the concurrent enrollment courses included in this application are comparable in quality and standards to NACEP accredited programs. The District is in compliance for the 2018-19 school year (July 1– June 30) with each of the statutory provisions and/or requirements for school districts identified as relevant to concurrent enrollment under the Minnesota Department of Education.

Superintendent's Signature: William Gronseth Date: 10/25/18

Superintendent's Name (typed or printed): William Gronseth

Postsecondary CE Administrator's or Dean's Signature: Dr. Anna Fellego Date: 9/24/18

Administrator's name (typed or printed): Dr. Anna Fellego

Minnesota Statutes, section 124D.09 Postsecondary Enrollment Options Act**Subdivision 3. Definitions.**

(a) "**Eligible institution**" means a Minnesota public postsecondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by the North Central Association of Colleges and Schools, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.

Minnesota Statutes 2016, section 124D.09, subdivision 3, is amended to include:

(c) "**Concurrent enrollment**" means nonsectarian courses in which an eligible pupil under subdivision 5 or 5b enrolls to earn both secondary and postsecondary credits, are taught by a secondary teacher or a postsecondary faculty member, and are offered at a high school for which the district is eligible to receive concurrent enrollment program aid under section 124D.091.

124D.091 Concurrent Enrollment Program Aid

Subdivision 1. Accreditation. To establish a uniform standard by which concurrent enrollment courses and professional development activities may be measured, postsecondary institutions must adopt and implement the National Alliance of Concurrent Enrollment Partnership's program standards and required evidence for accreditation by the 2020-2021 school year and later.

Subdivision 2. Eligibility. A district that offers a concurrent enrollment course according to an agreement under section 124D.09, subdivision 10, is eligible to receive aid for the costs of providing postsecondary courses at the high school. Beginning in fiscal year 2011, districts only are eligible for aid if the college or university concurrent enrollment courses offered by the district are accredited by the National Alliance of Concurrent Enrollment Partnership, in the process of being accredited, or are shown by clear evidence to be of comparable standard to accredited courses, or are technical courses within a recognized career and technical education program of study approved by the commissioner of education and the chancellor of the Minnesota State Colleges and Universities.

Subdivision 3. Aid. An eligible district shall receive \$150 per pupil enrolled in a concurrent enrollment course. The money must be used to defray the cost of delivering the course at the high school. The commissioner shall establish application procedures and deadlines for receipt of aid payments.

NACEP Accredited Postsecondary Institutions Minnesota 2018-19**NACEP Accredited Postsecondary Institutions:**

Alexandria Technical and Community College
 Central Lakes Community College
 Inver Hills Community College
 Mesabi Range Community and Technical College
 Minnesota State College – Southeast Technical
 Minnesota State Community and Technical College (MN)
 Minnesota State University – Mankato
 Minnesota West Community and Technical College (MN)
 Northland Community and Technical College
 Ridgewater College
 Southwest Minnesota State University
 St. Cloud State University
 University of Minnesota – Crookston
 University of Minnesota – Duluth
 University of Minnesota – Twin Cities

In process of Accreditation:

Anoka-Ramsey Community College
 Lake Superior College
 Normandale Community College
 North Hennepin Community College
 Riverland Community College
 Rochester Community and Technical College



Concurrent Enrollment Program Aid Application and Procedures 2018-19

Pursuant to Minnesota Statutes, section 124D.091, Concurrent Enrollment Program (CEP) Aid, districts are eligible to receive aid if they are offering a concurrent enrollment course according to an agreement under section 124D.09, subdivision 10, from an eligible postsecondary institution as defined in 124D.09, subdivision 3.

The concurrent enrollment courses offered by the district must be accredited by the National Alliance of Concurrent Enrollment Partnerships (NACEP), in the process of being accredited or shown by clear evidence to be of comparable standard to accredited courses. Please note that technical courses within a recognized career and technical education program of study approved by the commissioner of education and the chancellor of the Minnesota State Colleges and Universities may also be eligible for this aid.

If your high school's concurrent enrollment courses are offered in partnership with the postsecondary institutions listed on page 3 of this form, you do not need to complete this application.

Only high schools that are partnering with eligible postsecondary institutions not accredited by (NACEP), or in the process of becoming accredited by NACEP, must complete this application in order to receive concurrent enrollment aid. Districts are responsible to submit the application and required documentation to the Minnesota Department of Education.

Please mail or submit a scanned version of the application and documents electronically to: [Jacqui McKenzie](mailto:Jacqui.McKenzie@state.mn.us), Minnesota Department of Education, 1500 Highway 36 West, Roseville, MN 55113 or Jacqui.McKenzie@state.mn.us.

If you have questions on the processing of payments of concurrent enrollment program aid, please contact your business office or [Jeanne Krife](mailto:Jeanne.Krife@state.mn.us) at the Minnesota Department of Education, 651-582-8637 or Jeanne.Krife@state.mn.us.

In order to receive aid, completed application and required documents must be received by October 30 of each year.

Concurrent enrollment partnership school year: 2018-19

Date: 10/1/18 District Name: Duluth Public Schools District Number: 709

High school name and number: East High School 1

High School Contact Name: Danette Seboe High School Contact Email: Danette.Seboe@isd709.org

Eligible Partnering Postsecondary Institution: Fond du Lac Tribal and Community College

Forms completed by: Jean Laroque Title: Executive Asst

Email address: jean.laroque@isd709.org Telephone number: 218-336-8711

Please indicate the type of high school/postsecondary partnership below.

The courses included in this application are part of a concurrent enrollment program but are offered by a postsecondary institution that has not been accredited by the National Alliance of Concurrent Enrollment Partnerships (NACEP) and is not in the process acquiring NACEP accreditation.

If this selection reflects the high school/postsecondary partnership, please submit the following required documentation:

1. A copy of the signed contract between the high school and postsecondary institution that includes a list of all concurrent courses offered.
2. A Signed Statement of Assurances to ensure the comparable quality of these courses.

Career and Technical Education

The technical courses included in this application are part of a concurrent enrollment program within a recognized career and technical education program of study approved by the commissioner of education and the chancellor of the Minnesota State Colleges and Universities.

I hereby certify by my signature that I have thoroughly reviewed the enclosed information and have submitted the appropriate documentation required as part of the application process for Concurrent Enrollment Program Aid and that the data contained in the attached report is true, accurate, and timely, for the 2018-19 school year. By my signature below, I certify that information provided accurately describes the status of the concurrent enrollment courses being offered at our school(s).

Superintendent's Signature: William Gramseth Date: 10/1/18

Superintendent's Name (typed or printed): William Gramseth

Postsecondary CE Administrator's or Dean's Signature: Anna Felleg Date: 9/21/18

Administrator's name (typed or printed): Dr. Anna Felleg

This Statement of Assurance includes statutory requirements under the Postsecondary Enrollment Options Act (Minnesota Statutes, section 124D.09) and Concurrent Enrollment Program (Minnesota Statutes, section 124D.091) and reflects the current quality standards of concurrent enrollment programming as defined by NACEP.

NOTE: This section does not have to be completed for Career and Technical Education Program applications.

The applicant and the partnering postsecondary institution assure the Minnesota Department of Education:

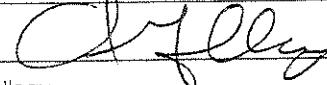
1. The postsecondary institution is an eligible PSEO institution, as defined by Minnesota Statutes, section 124D.09, subdivision 3 (see page 3).
2. The postsecondary institution does not receive reimbursement from the state for this course.
3. The courses are not developmental or remedial or any other course that is not college level.
4. Courses administered that are college/university catalogued courses with the same departmental designations, course descriptions, numbers, titles, and credits.
5. College/university courses administered through concurrent enrollment reflect the pedagogical, theoretical and philosophical orientation of the sponsoring college/university departments.
6. If the course is taught by a high school teacher, the postsecondary faculty participates in site visits or virtual contact throughout the school year.
7. The high school teachers, or postsecondary faculty administering these courses, are approved by the respective college/university departments and meet academic department requirements for teaching the college/university course.
8. The college/university provides new concurrent enrollment instructors with discipline-specific training and orientation regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy and administrative responsibilities and procedures prior to the instructor teaching the course.
9. If the course is taught by a high school teacher, the partnering postsecondary institution provides annual discipline-specific professional development activities and ongoing collegial interaction to address course content, course delivery, assessment, evaluation, and/or research in the development in the field.
10. The partnering postsecondary institution and the high school administrations have procedures in place to address instructor non-compliance with the college/university's expectations for courses offered through the CEP (for example, non-participation in CEP training and/or activities).
11. The college/university officially registers or admits concurrently enrolled students as degree-seeking, non-degree seeking, or non-matriculated students of the college/university and records courses administered on official college/university transcripts.
12. The partnering postsecondary institution ensures its students meet the course prerequisites of the college/university.
13. The partnering postsecondary institution provides students and schools with a comprehensive publication that outlines rights and responsibilities of enrolled college/university students.
14. Concurrent enrollment students are held to the same standards of achievement as those expected of students in on campus sections.
15. The college/university ensures that concurrently enrolled students are held to the same grading standards as those expected of students in on campus sections.
16. Concurrent enrollment students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as students in on campus sections.
17. The concurrent enrollment program conducts end-of-term student university/college course evaluations for each course section offered through by the program.

STATEMENT OF UNDERSTANDING/ASSURANCE VERIFICATION

Furthermore, I hereby certify by my signature below on this form that the concurrent enrollment courses included in this application are comparable in quality and standards to NACEP accredited programs. The District is in compliance for the 2018-19 school year (July 1- June 30) with each of the statutory provisions and/or requirements for school districts identified as relevant to concurrent enrollment under the Minnesota Department of Education.

Superintendent's Signature:  Date: 10/25/18

Superintendent's Name (typed or printed): William Gronseth

Postsecondary CE Administrator's or Dean's Signature:  Date: 9/24/18

Administrator's name (typed or printed): Dr. Anna Fellego

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE HILLS YOUTH & FAMILY SERVICES AND DULUTH SCHOOL DISTRICT, ISD #709**

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between The Hills Youth and Family Services, a non-profit corporation, and the Duluth Public Schools, Independent School District (ISD) #709.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between The Hills Youth and Family Services and the Duluth School District, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, the Duluth School District desires to provide a quality, comprehensive education to each student by further enhancing the mental health services available on site at its schools:

WHEREAS, The Hills Youth and Family Services, desires to extend therapeutic support to Duluth school buildings by mental health professionals for purpose of supporting students that are transitioning out of day treatment or residential placements and into Duluth Public Schools.

Therefore, The Hills Youth and Family Services and the Duluth School District agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

II. ROLES AND RESPONSIBILITIES

Roles of The Hills Youth and Family Services and Duluth School District

It is understood that The Hills Youth and Family Services and Duluth School District staff must work together as a team to effectively meet the needs of Duluth School District students, and both parties to communicate any cause or concern pertaining to any and all items that affect the overall success of the Memorandum of Understanding in a timely manner. By entering into this Memorandum of Understanding each party understands their separate and distinct responsibilities.

Role of The Hills Youth and Family Services

Students served by The Hills Youth and Family Services are clients of this organization and are subject to the same rights and responsibilities as clients served in The Hills Youth and Family Services day treatment and residential settings.

The Hills Youth and Family Services will;

1. Meet with Duluth schools administration staff to plan a system of mental health service delivery.
2. Locate therapist(s)/mental health professional(s) at Duluth Schools to provide transitional support and mental health support for students/clients that are transitioning out of day treatment or residential placements and returning to public school. Transitional support for each student/client is time limited and can last up to 1 year upon the students/clients return to public school.
3. Employ and be responsible for its mental health professionals placed at Duluth Public Schools.
4. Maintain appropriate professional liability insurance.
5. Share student/client information with school staff as needed and with the consent of the student/responsible parent.
6. Obtain parental permission to provide mental health services.
7. Maintain and own mental health records of students served.

8. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. Duluth Public School district shall not be responsible for the cost of services delivered by The Hills Youth and Family Services.
9. Meet periodically with school administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

Role of Duluth School District

1. Meet with The Hills Youth and Family Services administration staff to plan a system of mental health service delivery.
2. Inform school staff (Principals) of services available and work with The Hills Youth and Family Services staff to develop a system to identify and refer students that may be in need of mental health services.
3. Meet periodically with The Hills Youth and Family Services administration or therapists to review the working relationship in order to address any concerns and promote an active partnership.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 11-1-18 and will remain in effect unless either party provides written notice of non-renewal three months before the annual termination date. Otherwise, this agreement may be terminated in accordance with the section on Termination below.

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

Confidentiality. The Hills Youth and Family Services and Duluth School District 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. The Hills Youth and Family Services and Duluth School District agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment.

Signed: _____

Dawn Peterson, MSW, LICSW
Director of Behavioral Health Services, The Hills Youth and Family Services

Date: _____

10/2/18

Signed: _____

William Gronseth, Superintendent

Date: _____

10/5/18

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

MEMORANDUM OF AGREEMENT

BETWEEN

WINONA STATE UNIVERSITY

AND

DULUTH PUBLIC SCHOOL DISTRICT

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of WINONA STATE UNIVERSITY (hereinafter "College/University"), and Duluth Public Schools, 215 N. 1st Avenue East, Duluth, MN 55802 (hereinafter "Facility").

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

WITNESSETH THAT:

WHEREAS, the College/University has established a Baccalaureate Program in Education for qualified students preparing for and/or engaged in education careers; and

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

WHEREAS, the Facility has suitable facilities for the educational needs of the education programs(s) of the College/University; and

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

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish learning experience for students of education enrolled at the College/University;

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

I. COLLEGE/UNIVERSITY RESPONSIBILITIES

- A. The College/University will place qualified students enrolled in its Education program for participation in a student teaching or field experience at Facility.
- B. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for the learning experience instructors as deemed necessary by the College/University and the Facility.
- C. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the learning experience program at the Facility.
- D. The College/University will inform its faculty and the students who are participating in the learning experience program that they are encouraged to carry their own health insurance.
- E. The College/University agrees and represents that it will require all students to have completed a background study in accordance with Minnesota Statute 123B.03 as a pre-condition to participation in the clinical experience. College/University will not assign a student to the Facility if his/her background study documents demonstrate ineligibility to have direct contact with Facility's students under applicable law or regulations. If requested, College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

II. FACILITY RESPONSIBILITIES

- A. Facility agrees to provide qualified WSU students enrolled in the Education program student teaching or field experiences during the academic year so long as the Facility has qualified teachers willing to supervise the WSU students during this experience.
- B. The Facility is responsible for the safety and quality of education (if applicable) provided to its students by the WSU students who are participating in the learning experience at the Facility.
- C. The Facility will inform the College/University of its policies and regulations.
- D. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the learning experience.
- E. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which

discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

- F. The Facility may unilaterally suspend or terminate a student teacher's participation in the program at the site for any reason. The Facility's liaison will consult with the University before suspending the student teacher's participation, except where consultation is not reasonable possible under the circumstances.

III. FINANCIAL CONSIDERATION

During the term of this agreement, if the student placement is for the purpose of student teaching, the College/University shall pay the Facility at a rate not less than \$10.50 per semester hour per student for each student placed with Facility.

If a student is placed at the Facility for the purpose of a field experience, each party shall bear their own expenses associated with the student placement.

IV. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- A. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University.
- B. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

VI. TERM OF AGREEMENT

This Agreement is effective on the later of July 1, 2018 or when fully executed, and shall remain in effect until July 31, 2024. This Agreement may be terminated by either party at any time upon 60 days' written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the learning experience program.

VII. AMENDMENTS

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

VIII. ASSIGNMENT

Neither the College/University or the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

IX. STATE AUDIT

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

X. VOTER REGISTRATION (When Applicable)

The Facility shall provide nonpartisan voter registration services and assistance, using forms provided by the College/University, to employees of the Facility and the public as required by Minnesota Statutes Chapter 201.162.

XI. AMERICANS WITH DISABILITIES ACTS (ADA) COMPLIANCE

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The College/University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

XII. GOVERNMENT DATA PRACTICES ACT

The Facility and College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.

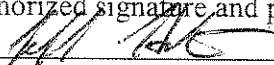
In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the College/University. The College/University will give the Facility instructions concerning the release of the data to the requesting party before the data is released.

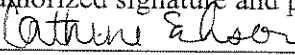
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

1. FACILITY:

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

By (authorized signature and printed name)
 JEFF Horton
Title
Asst- Superintendent
Date
10/29/18

By (authorized signature and printed name)
 Catherine Erickson
Title
Catherine Erickson, CFO
Date
10-29-18

2. COLLEGE/UNIVERSITY:

By (authorized signature and printed name)
Tarrell Portman
Title
Dean of College of Education
Date

By (authorized signature and printed name)
Patricia Rogers
Title
Provost, Academic Affairs
Date

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date