

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2018	57000		\$2200		TBD



Minnesota
STATE COLLEGES
& UNIVERSITIES

**FACILITIES USE AGREEMENT
OFF-CAMPUS FACILITIES ONLY**

THIS FACILITIES USE AGREEMENT is between Independent School District #709 (“Licensor”), 215 N 1st Ave East, Duluth MN 55802-2069 (“Licensor”) and the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Lake Superior College, 2101 Trinity Road, Duluth MN (“MnSCU”).

1. **PERMITTED USE.** Licensor agrees to allow MnSCU use of the following (hereinafter defined as the “Space”):

Location: Field at former Central High School

Date and Time: August 1, 2017 – October 15, 2017

Description

of Activity or Event: LSC Men’s and Women’s Soccer Practice

2. **FEE.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of \$1000.00 (One Thousand and 00/100 Dollars) for use of the field, and up to \$1200.00 (One Thousand and 00/100 Dollars) for mowing and lining of the field (\$360 for initial set-up and \$160 per LSC request – maximum of 5) as needed, which shall be payable within 30 (30) days of MnSCUs’ receipt of Licensor’s invoice.

3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of July 1, 2017 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 15, 2017. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.

4. **AUTHORIZED REPRESENTATIVES.**

All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid,

(return receipt required) addressed as follows:

MnSCU's authorized agent:

Name/Title: Mike Seymour,
Vice President of Academic & Student Affairs
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: 218-733-7628

Licensors authorized agent:

Name: Doug Hasler, CFO/Director of Business Services
Address: 215 N 1st Ave E, Duluth, MN 55802-2069
Telephone: 218-336-8704

5. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition. Licensor shall provide the following:

- a. Parking;
- b. any necessary keys or access codes;
- c. mowing of field per ISD709 schedule with additional requests to mow and line being an additional One Hundred Sixty and 00/100 Dollars (\$160) per LSC request – maximum of 5 requests.

Licensor shall allow MnSCU to place temporary signs directing students and other attendees to its event.

6. **SITE HOURS.** The Site hours are 8:00 am – 9:30 pm. MnSCU may access the space during the specified hours and is responsible for securing the field and site if used after 4:30 pm .
7. **RULES AND REGULATIONS.** MnSCU agrees to comply with the site rules and regulations attached as **Exhibit C** during its use of the field parking lots and driveways which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
8. **LIABILITY.** Except as relates to the actual process and labor effort of mowing and field lining performed by the Licensor, the MnSCU agrees to accept all liability related to its use of the Space, and accepts the property AS-IS and MnSCU will perform any inspection, evaluation and repair necessary to allow the safety of its students and coaches or others while on the site. The Licensor shall not be considered responsible or required to make any changes or modifications to the Space. MnSCU accepts the space in its current condition. The MnSCU will perform all alterations or improvements it considers appropriate or necessary for the safe use the Space related to the MnSCU LSC Men's and Women's Soccer Practice and the participants related activity on the Licensor's premises associated with the Space. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.

9. **INSURANCE.** MnSCU maintains commercial general liability insurance in compliance with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured. MnSCU shall maintain this coverage at its sole expense during its use of the field parking lots and driveways. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit A**, attached hereto and made a part of this Facilities Use Agreement.

Licensor shall maintain coverages at its sole expense during the term of this Agreement. MnSCU and Licensor shall provide each other with certificates of insurance, upon request. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. MnSCU is self-insured for workers' compensation purposes, and any such insurance extends only to employees of MnSCU, not to students.

10. **MINNESOTA DATA PRACTICES ACT.** MnSCU and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.
12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH.** In the event that Licensor breaches this Agreement, MnSCU shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.
15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. **ENTIRE AGREEMENT.** This Agreement (including any exhibits, as shown below) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
- Agreement
 - **EXHIBIT A, General Insurance Requirements**
 - **EXHIBIT B, Site Plan showing Space permitted for use under this Agreement**

17. **SPECIAL PROVISIONS.** NONE

Signature Page for Facilities Use Agreement – Off-Campus Facilities Only

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

APPROVED:

1. LICENSOR: Independent School District #709

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

By (authorized signature)	
<i>Douglas A. Harlan</i>	
Title	CFD
Date	4/25/17

2. MNSCU: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF Lake Superior College

By (authorized signature)	
Title	
Date	

3. AS TO ENCUMBRANCE:

By (authorized signature)	
Title	
Date	

4. AS TO FORM AND EXECUTION:

By (authorized signature)	
Title	
Date	

EXHIBIT A

GENERAL INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

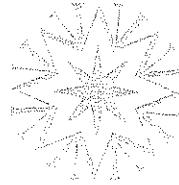
2. General Liability Insurance

- A. Minimum Limits of Liability:
 - \$2,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - Other; if applicable, please list _____
 - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- The State of Minnesota's policy(ies) shall be primary insurance with respect to any claim arising out of the MnSCU Activity authorized under this Agreement.

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2018	57000		\$3000		TBD



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**FACILITIES USE AGREEMENT
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1. **PERMITTED USE.** Licensor agrees to allow MnSCU use of the following (hereinafter defined as the “Space”):

Location: Lincoln Park Middle School Athletic Field at, 3215 W. 3rd Street, Duluth MN

Date and Time: August 21, 2017 – October 30, 2017 (Schedule attached)

Description of Activity or Event: LSC Men’s and Women’s Soccer Games

2. **FEES.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of no more than \$3000.00 (Three Thousand and 00/100 Dollars) for use of the field, which shall be payable within 30 (30) days of MnSCUs’ receipt of Licensor’s invoice.

3. **TERM OF AGREEMENT: CANCELLATION.** This agreement shall be effective as of August 1, 2017 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 30, 2017. This agreement may be canceled by either party at any time, for any reason, upon 30 (thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.

4. **AUTHORIZED REPRESENTATIVES.**

All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid,

(return receipt required) addressed as follows:

MnSCU's authorized agent:

Name/Title: Mike Seymour,
Vice President of Academic & Student Affairs
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: 218-733-7628

Licensor's authorized agent:

Name: Doug Hasler, CFO/Director of Business Services
Address: 215 N 1st Ave E, Duluth, MN 55802-2069
Telephone: 218-336-8704

1. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition, including the pickup of garbage from the field and around the bleachers. Licensor shall provide the following:
 - a. all utilities reasonably required to use the Space, including heating, cooling, and electricity;
 - b. parking
 - c. building security customarily provided by Licensor; MnSCU may provide additional security at its own expense;
 - d. janitorial services related to restroom;
 - e. gate attendant of ISD 709 or any necessary keys or access codes;
 - f. other: A restroom facility directly accessible from the field level.

Licensor shall allow MnSCU to place temporary signs directing students and other attendees to its event.

5. **SITE HOURS.** The Site hours are 8:00 am – 9:30 pm. MnSCU may access the space during the specified hours and dates as listed on Attachment A, and is responsible for securing the field and site after every game.
6. **RULES AND REGULATIONS.** MnSCU agrees to comply with the site rules and regulations during its use of the field parking lots and driveways which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
7. **LIABILITY.** Except as relates to the actual process and labor effort of mowing and field lining performed by the Licensor, the MnSCU agrees to accept all liability related to its use of the Space, and accepts the property AS-IS. The Licensor shall not be considered responsible or required to make any changes or modifications to the Space. MnSCU accepts the space in its current condition. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.
8. **INSURANCE.** MnSCU maintains commercial general liability insurance in compliance

with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured. MnSCU shall maintain this coverage at its

9. sole expense during its use of the field parking lots and driveways. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit A**, attached hereto and made a part of this Facilities Use Agreement.

Licensor shall maintain coverages at its sole expense during the term of this Agreement. MnSCU and Licensor shall provide each other with certificates of insurance, upon request. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. MnSCU is self-insured for workers' compensation purposes, and any such insurance extends only to employees of MnSCU, not to students.

10. **MINNESOTA DATA PRACTICES ACT.** MnSCU and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act.
12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH.** In the event that Licensor breaches this Agreement, MnSCU shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.
15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **ENTIRE AGREEMENT.** This Agreement (including any exhibits, as shown below) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
 - Agreement
 - **EXHIBIT A**, General Insurance Requirements

17. **SPECIAL PROVISIONS**, NONE

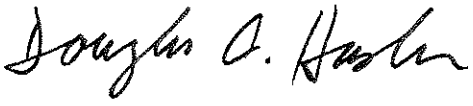
Signature Page for Facilities Use Agreement – Off-Campus Facilities Only

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

APPROVED:

1. LICENSOR: Independent School District #709

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

By (authorized signature)

Title <u>CFO</u>
Date <u>4/25/17</u>

2. MNSCU: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF Lake Superior College

By (authorized signature)
Title
Date

3. AS TO ENCUMBRANCE:

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature)
Title
Date

EXHIBIT A

GENERAL INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

2. General Liability Insurance

- A. Minimum Limits of Liability:
 - \$2,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - Other; if applicable, please list _____
 - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- The State of Minnesota's policy(ies) shall be primary insurance with respect to any claim arising out of the MnSCU Activity authorized under this Agreement.

LUTHER COLLEGE

Memorandum of Understanding 2017 – 2018

Duluth Public Schools ISD 709

This contract is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101 and Duluth Public Schools ISD 709, 215 N 1st Ave E, Duluth, MN 55802.

PROVISIONS:

1. Luther College and Duluth Public Schools 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 Public Schools 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 Public Schools 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 Public Schools 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 Public Schools ISD 709. This background check will include:
 - National Sex Offender Registry
 - National Criminal Database
 - Criminal Search – County
 - ID Trace Pro
6. Duluth Public Schools 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.

Please check here if Duluth Public Schools ISD 709 requires that payment be sent directly to the District.

Signature: *Douglas C. Haden* Date: 4/21/17
Representative, Duluth Public Schools ISD 709

Signature: *Barbara Botack* Date: 4/17/17
Department Chair, Luther College Education Department

Signature: *Kevin Kous* Date: 4/10/17
Academic Dean, Luther College