

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

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**SOUTHWEST MINNESOTA STATE UNIVERSITY (SMSU)**

**AND**

**Pelican Rapids 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 **SOUTHWEST MINNESOTA STATE UNIVERSITY (SMSU)** (hereinafter "University"), and **Pelican Rapids School District SCHOOL DISTRICT #548, Otter Tail COUNTY**, (hereinafter "District").

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

**WITNESSETH THAT:**

WHEREAS, the University has established a baccalaureate teacher education program for qualified students preparing for and/or engaged in teaching 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 University; and

WHEREAS, the District has suitable facilities for the instructional needs of the teacher education programs(s) of the University; and

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

WHEREAS, the University and the District are desirous of cooperating to furnish a classroom learning experience for teacher education students enrolled at the University consistent with Minn. Stat. §122A.69;

NOW, THEREFORE, it is mutually agreed by and between the University and the District:

**1. UNIVERSITY RESPONSIBILITIES**

- a. The University, which is accredited by the North Central Association of Colleges and Secondary Schools, is responsible for offering a baccalaureate teacher education program that is approved by the Minnesota Board of Teaching.

- b. The University will be responsible for the general educational experience of student teachers assigned to District sites for classroom experience, unless otherwise agreed to in writing by the parties.
- c. The University is responsible for establishing prerequisite criteria for placement of student teachers at District which shall include the requirement that all student teachers have completed an appropriate level of coursework in an approved teacher education program; and has overall responsibility for planning, directing and evaluating the students' classroom learning experiences.
- d. The University will provide the District with objectives for the classroom experience program, and educational goals for each student teacher, as appropriate. Implementation of those objectives will be accomplished jointly by the University and the District.
- e. The University will provide the District with requests for student teaching placements within a reasonable time in advance of any teaching period, together with relevant information with respect to the applicable credentials of each proposed student teacher.
- f. The University will inform its faculty and students of the District's policies and regulations that relate to the program at the District including, but not limited to, the confidentiality of information related to its pupils.
- g. The University will inform its students who are participating in the program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance.
- h. The University agrees to notify its students that District requires each student to undergo a criminal/maltreatment background study pursuant to Minn. Stat. §§ 123B.03 and 299C.60, *et seq.* as a prerequisite to participation in the program. Participating students will be directed to District's policies and procedures to authorize and pay for the background studies. The University is not responsible for any cost associated with obtaining the background studies.
- i. The University shall pay an honorarium or stipend for the placement of its student teachers in the amount of \$ 120 per student teacher per full semester. Payment shall be made to the District in the manner required.

## **2. DISTRICT RESPONSIBILITIES**

- a. The District shall assume full responsibility for the instruction of its pupils. It is understood that individual pupil instruction is not controlled, supervised, or paid for by the University.
- b. The District agrees to provide student teaching opportunities for student teachers assigned to District sites. To this end, the District will provide the equipment, facilities, supplies and services for student teachers assigned to the District necessary to meet the objectives of the University's program. Licensed, full-time, continuing contract District teachers will supervise student teachers and such employees may establish and implement reasonable expectations of conduct

applicable to their participation. District has ultimate control over its sites and may immediately terminate participation in the program of any of the students enrolled in the program where required by an emergency involving health and safety; and in all other (non-emergency) instances, District shall consult with the University before taking any action to terminate the participation of a student.

- c. The District will provide the University with a copy of its policies and regulations which relate to the student teaching program.
- d. The District will provide an orientation to student teachers concerning its policies and procedures applicable to the program. The District shall allow a reasonable amount of District staff time for joint conferences with University faculty, for planning with University faculty, and for such other assistance as shall be mutually agreeable.
- e. When available, physical space such as offices, conference rooms, and classrooms of the District may be used by the University faculty and students who are participating in the clinical experience program.
- f. The District recognizes that it is the policy of the 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 District agrees to adhere to this policy in implementing this Agreement.
- g. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The District agrees that in fulfilling the duties of this Agreement, the District 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 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.

### **3. MUTUAL RESPONSIBILITIES**

- a. The University and District shall each identify a person or persons responsible for liaison during the course of this Agreement. The identity and contact information of these individuals shall be provided to the other party prior to each term during which University students are assigned to District sites under this Agreement. The persons responsible for the liaison will jointly plan for such matters as:
  - i. Selection, assignment and orientation of student teachers;
  - ii. Periodic review and preparation of objectives for the student teaching experience program; and
  - iii. Evaluation of student teacher performance.

It is understood and agreed by the parties that the District has final authority to determine the number of student teachers it will accept as program participants for each term and the District sites to which student teachers are assigned.

- b. The University has authority to withdraw, suspend or terminate a student teacher from the program for academic deficiencies, behavioral violations or other sufficient reason subject to applicable procedures afforded to the student teacher. The District may unilaterally suspend a student's participation in the program at the District for behavioral or other conduct that, in its good faith judgement, constitutes a threat to the health or safety of District personnel or pupils. The District liaison will consult with the University liaison before suspending a student teacher's participation, except where consultation is not reasonably possible under the circumstances.
  - c. Student teachers are participants in an educational program, and for the purposes of this Agreement, shall not be considered employees of either the University or the District except as provided in Minn. Stat. § 122A.69. Student teachers shall not be entitled or eligible to participate in any benefits or privileges given or extended to employees of the District or University except as provided in Minn. Stat. § 122A.69.
4. **INSURANCE.** Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

**a. Commercial General Liability Insurance**

The University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

The District will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. Chapter 466, with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence for bodily injury and property damage.

**b. Professional Liability Insurance**

The District will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

**c. Additional Conditions:**

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If District receives a cancellation notice from an insurance carrier affording coverage herein, District agrees to notify the University within five (5) business

days with a copy of the cancellation notice, unless District's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the University. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. The University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the University, not to students.

**5. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE**

- a. Any emergency medical care available at the District will be available to University faculty and students. University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the District or the University.
- b. Any University faculty member or student who is injured or becomes ill while at the District shall immediately report the injury or illness to the District and receive treatment (if available) at the District 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 University faculty member or student who receives the treatment and not the responsibility of the District or the University.

**6. 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 University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

**7. TERM OF AGREEMENT**

This Agreement is effective on the later of July 1, 2017, or when fully executed, and shall remain in effect until June 30, 2020. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the District shall not become effective with respect to students then participating in the student teaching program.

**8. FINANCIAL CONSIDERATION**

- a. Except as expressly provided in this Agreement, the University and the District shall each bear their own costs associated with this Agreement and no payment is required by either the University or the District to the other party.
- b. The District is not required to reimburse the University faculty or students for any services rendered to the District or its patients pursuant to this Agreement.

**9. AMENDMENTS**

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

**10. ASSIGNMENT**

Neither the University nor the District shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

**11. STATE AUDIT**

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

**12. DATA PRIVACY**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The District and University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the District in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the District or the University.

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

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. The District may require student teachers to sign an authorization to permit the District and University to exchange information about the student teacher's participation and performance in the program.

**13. GOVERNING LAW**

This Agreement will be governed by and construed pursuant to the laws of the state of Minnesota.

**14. ENTIRE AGREEMENT**

This Agreement constitutes and expresses the entire agreement and understanding between the parties relative to the program. This Agreement supersedes all other prior agreements between the parties.

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

**1. DISTRICT: Pelican Rapids School District**

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

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

**2. SOUTHWEST MINNESOTA STATE UNIVERSITY**

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

**3. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)
Title

Date