

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

MEMORANDUM OF AGREEMENT

BETWEEN

FOND DU LAC TRIBAL AND COMMUNITY COLLEGE

AND

Esko School District ISD #99

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 **FOND DU LAC TRIBAL AND COMMUNITY COLLEGE** (hereinafter "College/University"), and District # 99, Esko Public Schools, 2 E. Hwy 61, P.O Box 10, Esko, Mn. 55733 (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 liability/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 College/University 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 College/University students during this experience.
- B. The Facility is responsible for the safety and quality of education (if applicable) provided to its students by the College/University 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 College/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 \$12.50 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 August 1, 2023, or when fully executed and shall remain in effect until July 31, 2028. 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.

XIII. The Facility and College/University mutually agree that nothing in this agreement shall constitute a contract. Further, nothing in this voluntary memorandum of understanding will legally bind either party to the terms of this agreement, create a justiciable action, or entitle either party to any remedies in case of noncompliance.”

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) has executed the Agreement on behalf of Facility as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
<i>Armin Fischer</i> Armin Fischer
Title Supt.
Date 1/9/24

By (authorized signature and printed name)
Title
Date

2. COLLEGE/UNIVERSITY:

By (authorized signature)
<i>Be-Pen</i> Executive
Title: Chief Financial Officer
Date 1/10/24

By (authorized signature)
<i>Amia Hansen</i>
Title: President
Date 1-10-24

3. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
<i>Be-Pen</i>
Title EFO
Date 1/10/24