



South Washington County Schools

Keith Jacobus, Ph.D., Superintendent

District Service Center

7362 E. Point Douglas Rd. S.

Cottage Grove, MN 55016

Phone: 651-425-6300 Fax: 651-425-6318

ADMINISTRATIVE REPORT

TO: Members of the School Board
Dr. Keith Jacobus, Superintendent

FROM: Dr. Kevin Witherspoon, Director of Human Resources

DATE: 10/12/17

TOPIC/PURPOSE OF REPORT: Student Teacher Placement Agreement/ Clinical Placement
Affiliation Agreement

RECOMMENDED BOARD ACTION: Approval

DATE FOR BOARD ACTION: 10/18/17

REPORT

Augsburg University and South Washington County Schools, ISD #833, have a student teaching placement partnership that provides student teacher placement experiences in various classrooms throughout ISD 833.

After periodic review of placements in our district, Augsburg University is requesting that this collaborative relationship remain in place for the next two (2) years, 2017-2019, and then automatically renew for successive one (1) year terms.

The administration recommends approval of this agreement.

3. Augsburg Rights and Responsibilities. Throughout the term of this Agreement, Augsburg shall:

3.1. Operate the Program in accordance with accreditation standards applicable to Augsburg and Program, applicable state and federal laws, rules and regulations, the School's bylaws, rules, policies and procedures, and applicable standards of accreditation.

3.2. Provide, at least seven (7) days prior to a Student starting the Program, the name of the Student participating in the Program and all information and documentation required by this Agreement and School's policies and procedures regarding the Program.

3.3. Designate one or more qualified faculty members or clinical instructors (each an "Augsburg Representative") to serve as liaison to School and to provide academic and educational supervision of the Students participating in the Program. Augsburg shall notify School of any change in Augsburg Representative.

3.4. Provide the academic objectives and guidance for planning, directing and evaluating the Students' learning experience. Augsburg shall assure that each Student has the educational background necessary to participate in the Program. Augsburg shall have control over all phases of the administration of the Program, curriculum content, evaluation, faculty appointments, admission requirements, promotion and graduation, and such other matters as are internal to Augsburg.

3.5. Immediately remove any Student from the Program at School's request in accordance with Section 2.8 and the remaining terms and conditions of this Agreement.

3.6. Provide School with copies of the applicable Augsburg handbooks and educational objectives upon reasonable request by the School.

3.7. Make all reasonable efforts to ensure that each Student and Augsburg Representative shall:

- (a) Comply with Augsburg's handbooks and educational objectives, and the School's rules, policies, procedures and regulations, including without limitation the policies and procedures regarding the Program and the School's policies on student privacy and applicable accreditation standards.
- (b) Provide information to and cooperate with the School's quality improvement, risk management and peer review processes as reasonably requested from time to time by the School for matters involving the Program.
- (c) Receive and provide School with documentation of training from Augsburg on student privacy standards, and receive and document additional training from School on School's student privacy policies as volunteer members of the School's workforce.

- (d) Obtain School's prior written approval before publishing any material relating to Augsburg's or a Student's participation in the Program. School shall not unreasonably deny permission to publish material about the Program. This obligation shall survive termination of this Agreement.

3.8. Provide professional liability insurance that covers each Student's clinical activities in the School in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate, and provide commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate. Augsburg agrees to maintain workers' compensation insurance for its faculty, Students and any other employees participating in the Program at the School. Augsburg shall provide certificates evidencing such coverage upon request, naming School as an additional insured. Augsburg shall notify School promptly of any cancellation or material reduction of insurance coverage. In the event the insurance is canceled in whole or in part or as to any insured, the School may immediately terminate this Agreement in whole or in part or require that an uninsured Student be removed immediately from participation in the clinical experience. This Section shall survive termination of this Agreement.

3.9 Pay the cooperating teacher an amount not to exceed \$200 per 12 week placement for each **student teacher** placed in the School.

4. Responsibility for Claims.

4.1. Augsburg shall indemnify School and hold School harmless for and against any and all losses, claims, actions, damages, liabilities, and expenses (including reasonable legal fees and disbursements) caused by or attributable to any breach by Augsburg of this Agreement, or any alleged negligent or intentional act or omission of Augsburg or any of its agents, Students or employees in the performance of its obligations under this Agreement.

4.2. School shall indemnify Augsburg and hold Augsburg harmless for and against any and all losses, claims, actions, damages, liabilities, and expenses (including reasonable legal fees and disbursements) caused by or attributable to any breach by School of this Agreement, or any alleged negligent or intentional act or omission of School or any of its agents or employees in the performance of its obligations under this Agreement.

4.3. Each party to this Agreement shall give the other party prompt written notice of any and all claims brought or actions filed against it or against its agents or employees with respect to the subject matter of this Agreement.

5. Term and Termination of Agreement.

This Agreement shall commence as of the Effective Date for an initial term of two (2) years and thereafter shall automatically renew for successive one (1) year terms. Notwithstanding the above, this Agreement may be terminated by either party at any time, without cause, upon sixty (60) days prior written notice. Provided, however, such termination shall not take effect with respect to Students already participating in the Program until such

Students have completed the Program. This Agreement shall immediately terminate if either party is excluded from participation in any federally funded program or fails to maintain, in good standing, its licensure, certification or accreditation, as applicable, to operate its School or program.

6. Notices.

Whenever notice is required or permitted under this Agreement, it shall be given by certified or registered mail, return receipt requested, to the parties at the addresses as set forth below or to such other address and to the attention of such other person(s) or officer(s) as either party may designate by written notice.

AUGSBURG UNIVERSITY:

2211 Riverside Avenue South
Minneapolis, MN 55454
Attn: Barbara West
Fax: 612-330-1339

[SOUTH WASHINGTON COUNTY SCHOOL DISTRICT]:

[8400 East Point Douglas Road South]
[Cottage Grove, MN 55016]
Attn: Ms. Jessica Berreth
Fax:

7. Governing Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Minnesota, without regard to its conflict of laws provisions.

8. Assignment.

Neither party shall assign or transfer, in whole or in part, this Agreement or any rights, duties or obligations under this Agreement without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. Waiver of Breach.

The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. No waiver shall be effective unless it is in writing and signed by the waiving party.

10. Severability.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or the legality of the remainder of this Agreement.

11. Counterparts.

This Agreement and amendments thereto may be executed in multiple copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Third Party Beneficiary.

This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person (including, but not limited to, a Student) has any right, benefit, priority or interest under or because of the existence of this Agreement.

13. Entire Agreement.

This Agreement supersedes all previous contracts related to the Program. Neither party shall be entitled to benefits other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no changes or additions hereto shall be recognized unless incorporated herein by written amendment(s), such amendment(s) to become effective on the date stipulated in such amendment(s). Both parties specifically acknowledge that, in entering into and executing this Agreement, they rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement is not conditioned upon School's execution of any other contract or agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

AUGSBURG UNIVERSITY

By: Beth Tessenwelder

Chief Financial Officer
Title

[SOUTH WASHINGTON COUNTY SCHOOL DISTRICT]

By: _____

Title