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## South Washington County Schools

Keith Jacobus, Ph.D., Superintendent

**District Service Center**

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### **ADMINISTRATIVE REPORT**

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

FROM: Dr. Kevin Witherspoon, Director of Human Resources

DATE: 11/30/17

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

RECOMMENDED BOARD ACTION: Approval

DATE FOR BOARD ACTION: 12/07/17

### **REPORT**

The University of Minnesota 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, the University of Minnesota is requesting that this collaborative relationship remain in place for the next five years, through December, 2022.

The administration recommends approval of this agreement.

## **STUDENT TEACHING AFFILIATION AGREEMENT**

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Regents of the University of Minnesota through its College of Education and Human Development** (hereinafter referred to as "University") and the School District of \_\_\_\_\_ (hereinafter "School District").

WHEREAS, the University seeks to provide opportunities to its students to student teach in a public school setting.

WHEREAS, the School District is able and willing to provide such opportunities to the University students who meet appropriate requirements as set forth herein.

WHEREAS, the School District and the University have identified the School District as appropriate to provide such student teaching opportunities.

WHEREAS, "Student" or "Student Teacher" is defined as the university student who is completing practicum and student teaching as part of the state approved teacher licensure program offered at the University.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties enter into the Agreement as follows:

### **1. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY**

- A. *Selection of Students.* The University shall be responsible for the selection of qualified Students to participate in the field experiences or student teaching experience. Selected Students must have the appropriate educational background and skills consistent with the proposed educational experiences offered by the School District.
- B. *Education of Students.* The University shall assume full responsibility for the classroom education of its Students. The University shall be responsible for the administration of the program, the curriculum content, and the requirements of matriculation, grading and graduation.
- C. *Submission of Candidates.* The University shall submit the names of the Students to the School District or a designated representative prior to the practicum assignment or student teaching.
- D. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the Student of his or her own responsibilities under this Agreement. The Student shall be advised of his or her obligations to abide by the policies and procedures of the School District, and should any Student fail to abide by any policy and/or procedure, he or she may be expelled from the program.
- E. *Honorarium.* For and in consideration of the placement of Student Teachers with district cooperating/mentor teachers, the University agrees to pay each cooperating/mentor teacher selected to guide the Student's experience an honorarium. This honorarium is in addition to the regular salary paid by the School District; if the amount of the honorarium differs from the standard University rate, the amount will memorialized in an addendum attached to this Agreement. Nothing about this Agreement, including the University's payment of this honorarium, shall be construed to make the cooperating/mentor teacher an employee, agent, or representative of the University. The cooperating/mentor teacher is responsible for any tax withholding or reporting associated with this honorarium.

### **2. DUTIES AND RESPONSIBILITIES OF THE SCHOOL DISTRICT**

- A. *Establishment of Practicum or Student Teaching.* The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a practicum or student teaching, professional development, field experiences and observations.

- B. *Policies of School District.* The School District will provide the University or Student directly all the applicable district and school policies in advance of the Student's participation. Student Teachers shall not be accepted into the schools of the School District until they have complied with mandatory background check.
- C. *Removal of Noncompliant Student.* The School District shall have the authority to immediately remove a Student who fails to comply with its policies and procedures. If such a removal occurs, the School District should immediately contact the responsible University Coordinator of Clinical Partnerships in the Office of Teacher Education. Notwithstanding the foregoing, when possible, School District agrees to notify University immediately if a Student is not performing satisfactorily. The School District will follow any oral notice made under this paragraph with a written memorandum.
- D. *Supervision of Students.* The School District shall provide a qualified cooperating/mentor teacher who will supervise student activities during practicum experience or student teaching.
- E. *Reporting of Student Progress.* The School District shall provide all reasonable information requested by the University on a Student's performance. If there are any Student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- F. *Student Records.* The School District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the Student unless required to do so by law or as dictated by the terms of this Agreement.
- G. *Eligibility Requirements.* Each cooperating teacher selected to supervise the Student Teacher shall hold a current Minnesota certification in the subject area/grade level to which the Student Teacher is assigned. The cooperating teacher will have a minimum of three (3) years of full-time teaching experience and the approval of a school district's administrator.
- H. *Substitute Teaching.* The School District shall prohibit Student Teachers from being substitute teachers at any time during their student teaching assignments.

### **3. MUTUAL TERMS AND CONDITIONS**

- A. *Number of Participating Students.* The parties will mutually agree upon the number of Students that shall be assigned to the School District for this practicum or student teaching experience.
- B. *Term of Agreement.* The term of this Agreement shall be five years from the date of execution.
- C. *Termination of Agreement.* The University or the School District may terminate this Agreement for any reason upon ninety (90) days' written notice. Either party may terminate this Agreement in the event of material breach, if such breach is not fixed within thirty (30) days of receiving written notice thereof. However, should the School District terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time shall continue their educational experience until it would have been concluded absent the termination.
- D. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- E. *Interpretation of the Agreement.* The laws of the state of Minnesota shall govern this Agreement.
- F. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- G. *Relationship of Parties.* The relationship between parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- H. *Liability & Insurance.* Each party to this Agreement is responsible for the negligent acts and/or

omissions of its own officers, students, employees, volunteers and agents. Neither party is considered the agent of the other and neither party assumes any responsibility to the other for the consequences of any act or omission of any person or entity not a party to this Agreement.

Each party shall maintain during the term of this Agreement a liability insurance program with coverage for itself, its officers, employees, volunteers and agents. Evidence of liability insurance shall be provided upon request by either party. The University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University Students for activities performed within the course and scope of their duties under this agreement. General liability coverage for Students is limited to bodily injury and property damage claims.

Nothing contained in this section or elsewhere in this Agreement will be construed as: (i) an express or implied waiver by either party of its governmental immunity; (ii) an express or implied acceptance by University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws.

- I. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

**For REGENTS OF THE UNIVERSITY OF MINNESOTA through its College of Education and Human Development:**

**For School/School District:**

\_\_\_\_\_  
Authorized Signature

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Authorized Signature

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Print Name/Title

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Print Name/Title

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Date

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Date