

ADMINISTRATIVE REPORT

 DATE:
 April 14, 2022

 TOPIC:
 6.10 - Student Teacher Placement Agreement

 PRESENTER:
 Kevin Witherspoon, Ed.D, Director of Human Resources

 REFERENCE TO POLICY/STATUTE: School Board Policy 903.1 - Student Teacher, Field
 Experience, Practicum, and Internship Placements

PURPOSE OF REPORT

The School Board recognizes its responsibility to improve the quality of teacher training and the contributions students in educational programs can make to South Washington County Schools. The importance of the teacher training function to the future of education and the need to assure high quality performance in our schools requires student teachers, field experience students, practicum students, and interns to be placed with experienced teachers of demonstrated competence.

North Dakota State University is requesting to renew their agreement to place Student Teachers with South Washington County Schools.

RECOMMENDATION

Administration recommends approval of this agreement.



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NDSU NORTH DAKOTA STATE UNIVERSITY

The following AGREEMENT is an expression of professional cooperation between North Dakota State University and the school district identified below in providing student teaching opportunities for students enrolled in the professional education program for the academic year(s), 2022/23-2027/28.

The Teacher Education Program at North Dakota State University will assign a student teacher(s) to the student teaching site for a minimum period of 10 to 15 weeks of full-time participation. The actual number of student teachers will remain flexible. NDSU shall be responsible for conducting a criminal history background check on each student teacher in compliance with North Dakota Century Code 15.1-06-06(1)(f) prior to the commencement of the student teachers teaching experience in this District. NDSU represents and warrants that all student teachers placed in a student teaching position within the District have successfully completed a criminal history background check and the criminal history background check did not provide any results which would make the student teacher ineligible for employment with the school district.

The student teacher(s) will be encouraged to assume the responsibilities of regular teachers and shall comply with the policies of the school system. At the discretion of the cooperating teacher(s), the student teacher(s) will be expected to increase gradually the number of classes taught until the typical load of a full-time teacher is assumed.

The cooperating teacher(s) agrees to assist and to supervise the student teacher(s). An honorarium will be provided according to the state guidelines for each student teacher supervised. Additional help to the student teacher(s) and the cooperating teacher(s) will be provided by the Teacher Education faculty through visits to the school by teacher educators representing NDSU.

This agreement may be terminated by an advance written notice of 30 days to the other party, given by either a representative of the school district or by a representative of the School of Education.

Each party agrees to assume its own liability for any and all claims of any nature, including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this Agreement.

Nondiscrimination. The parties shall comply with state and federal nondiscrimination law, including Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, and the regulations related thereto. The parties will not discriminate against any individual because of age, color, gender expression/identity, genetic information, marital status, national origin, disability, pregnancy, public assistance status, race, religion, sex, sexual orientation, status as a U.S. veteran, or any other protected category under federal or state law.

Independent Entities. The parties are independent entities under this Agreement and for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act.

Assignment. Neither party may assign nor otherwise transfer or delegate any right or duty without the other party's express written consent.

Spoliation – Preservation of Evidence. Each party shall promptly notify the other of all potential claims that arise or result from this Agreement. A party shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the other party, the right to review and inspect such evidence, including the scene of the accident.

Severability. If any term of this Agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this Agreement did not contain that term.

Confidentiality. NDSU shall inform each participating student teacher of Federal and State laws governing the confidentiality of student records, including the Family Educational Rights and Privacy Act.

THIS AGREEMENT is approved by the following:

School/District	Town/City, State, ZIP Code	
By School District Administrative R	epresentative:	
Printed Name and Title	Signature	
Frinted Name and Thie	Signature	Date
Email	_	
By the School of Education, North I	Dakota State University, Fargo, North	n Dakota:
Chris Ray	Chris M. Ray	03/21/2022
Head, School of Education	Signature	Date
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Kim A. Overton	/	03/21/2022
Director of Field Experiences	Signature	Date