



March 27, 2015

To: District Superintendent and/or Principal:

You are receiving this letter as a result of us auditing our Student Teaching Contracts that we have with districts to accept our student teachers if there is a request in your area. Our current contract with your district will be expiring this year in August.

Since the beginning of the school year is always so busy, we would like to get an updated contract on file before it expires. This contract would have to be in place before we would be able to pay the school district and/or cooperating teacher if your district hosts a student teacher for us. (Hosting a student teacher would not happen until it was approved by the District.)

Please sign the back page and return to the Field Experience Office via the enclosed envelope.

If you have questions, please feel free to email me at hengt@mnstate.edu

Thanks so much,

Tracy Heng

Administrative Assistant/Field Experience Office

Minnesota State University Moorhead

1104 7th Ave So

Moorhead, Mn 56563

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
Minnesota State University Moorhead

STUDENT TEACHING AGREEMENT

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University Moorhead, Moorhead Minnesota (“the College/University”) and Clinton-Graceville-Beardsley School District No. 2888, Clinton, Minnesota (“the District”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Agreement is to outline the terms of the Student Teaching experience for the student of the University and to identify the responsibilities of the University and the District.

1. The UNIVERSITY agrees that:

- a. It will place at the school only student teachers who are eligible for such placement under State and university rules.
- b. It will provide general student teaching supervision by university designees.
- c. It will forward any request for student teaching placements within a reasonable time in advance of any teaching period, together with relevant information with respect to each proposed student teacher.

2. The DISTRICT agrees that:

- a. It will supply to the student teacher so placed by the university an opportunity to work in a teaching-learning situation under the supervision of a teacher certified under the regulations of the State of Minnesota.
- b. It shall provide appropriate supervision of the student teacher and will allow the student teacher to fulfill requirements of the State of MN.
- c. It shall not replace any of its employees nor fill any vacancies normally filled by an employee with a student teacher assigned under this agreement. Therefore, a student teacher shall not act as a substitute teacher.
- d. It shall reserve the right to deny a student teaching opportunity to an applicant and to terminate a student teaching assignment for cause.

- e. It shall consider and treat all records and data regarding a student teacher, whether such records or data are received from the University or the student teacher or are generated by the School, as records and data subject to the provisions of Minnesota Statutes Sections 13.01 et seq., Minnesota Rules part 1205.0100 et seq., 20 U.S.C. 1232 g and 34 C.F.R. Section 99.1 et seq. The School shall comply with the provisions of these State and Federal statutes and regulations as applied to records and data regarding any student teacher placed at the School pursuant to this agreement as though such statutes and regulations were fully applicable to the school.
- f. It shall reserve the right to conduct a criminal background check on prospective student teachers from University and is responsible for obtaining any information or consent necessary to do so from the Student.

FINANCIAL CONSIDERATION: The University will pay to the school or cooperating teacher an amount not to exceed \$400.00 for each full-time student teacher placed in the school.

TERM OF AGREEMENT. This Agreement is effective on the later of August 23, 2014, or when fully executed, and shall remain in effect until August 23, 2017. 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 clinical experience program.

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 provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

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 Americans 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, or other areas covered by the ADA.

DATA PRIVACY. 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 Statute §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.

NON-DISCRIMINATION. 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.

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

DISTRICT

Name: _____

Authorized District Representative

Title: _____

Date: _____

**Minnesota State Colleges and Universities
Minnesota State University Moorhead**

Name: _____

Dean: _____

Date: _____

AS TO FORM AND EXECUTION

By: (authorized University signature)

Title: _____

Date: _____