

The Board of Trustees of Illinois State University Student Teaching Placement Agreement

THIS AGREEMENT made this 8TH day of MARCH, 2016 by and between The Board of Trustees of Illinois State University, on behalf of its Cecilia J. Lauby Teacher Education Center ("University") with its principal office at Normal, Illinois and the Board of Education of MID-VALLEY SED COOP School District No. 7 VARRIA Illinois ("District") replaces in it's entirety the original Agreement entered into between the parties effective SEPTEMBER 13, 1999.

IT IS MUTUALLY AGREED by and between the parties as follows: and continue for a period of 5 YEARS, and

- This Agreement shall become effective on MARCH 8, 2016 and shall automatically renew from year to year thereafter unless terminated by either party, for a total period not to exceed five (5) years.
- On a schedule to be determined by the parties, University will initiate requests to District to accept University's students for student teaching experiences. District retains the right to accept or reject each request for placement made by University.
- District will accept said student teachers and will provide for participation of its staff members and supervision of such student teachers in their assignments.
- District agrees to allow said student teachers to video record, with properly executed parent/guardian consent(s), his/her teaching involving various students in order to complete the Teacher Performance Assessment (edTPA) required to complete his/her teacher education program at University. Such video recordings will remain property of the University.
- Should any situation arise which may threaten a student's successful completion of his/her student teaching, University and District will attempt to discuss and reach mutual agreement regarding options for completing, rescheduling, or canceling the placement.
- University and District agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. Neither party will engage in unlawful discrimination or harassment against any person based on race, color, religion, sex, national origin, sexual orientation, order of protection, gender identity and expression, ancestry, age, marital status, disability, genetic information, unfavorable military discharge, or status as a veteran in employment, educational programs and activities, or admissions.
- University and District acknowledge that certain information about University's students is contained in records maintained by University and/or District and that this information is confidential by reason of University policy and the Family and Educational Rights and Privacy Act (FERPA) of 1974 (20 U.S.C. 1232g). Both parties agree to protect these records in accordance with FERPA and University policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
- It is mutually agreed and acknowledged that during a strike or work stoppage in a public school system in which a University student teacher is assigned, all communication related to the strike and work stoppage will be directed to and from the Director of Clinical Experiences and Certification Processes and the Superintendent of the School District or his/her designee. The parties will mutually determine when or whether the experience will be terminated and the student reassigned.
- University will inform its student teachers participating hereunder that they may be required to provide District with: (1) fingerprint-based criminal history background check; and (2) proof of freedom from Tuberculosis based upon a test/x-ray within the twelve (12) months prior to the completion of the student teaching experience.
- Illinois State University requires all student teachers to have passed the Illinois State Board of Education required assessment of basic skills (this may be a specific ICTS test or ACT/SAT) and major specific content test prior to being allowed to register and begin the student teaching experience.
- University agrees to pay \$ Teacher per student teaching placement. This stipend will be paid directly to Teacher (teacher, District, or Special Ed. Cooperative). The parties specify and intend that the relationship of each to the other is that of an independent contractor. No Student Teaching Student or University Coordinator shall at any time be an employee of District and no District employee shall be an employee of University.
- Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party. Notwithstanding the foregoing, and pursuant to state statute (105 ILCS 5/10-20.20), District will indemnify and protect participating student teachers against civil rights damage claims and suits, constitutional rights damage claims and suits and death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed by any participating student teacher under this Agreement.
- Either party may provide notice to the other party of its intent not to renew this Agreement ninety (90) days prior to the expiration of the current term. Either party may terminate this agreement for any reason upon ninety (90) days written notice to the other party. Either party may terminate this Agreement for breach. Notice to the other party of breach must be in writing. If the breach is not remedied within thirty (30) days, the Agreement may be terminated by giving ten (10) days written notice to the breaching party. Notwithstanding the foregoing, any University student currently participating in field-based experience at the time notice of termination or non-renewal is given will be allowed to complete his/her current experience.
- All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below:
 Notices to University shall be sent to:
 Cecilia J. Lauby Teacher Education Center
 Illinois State University
 DeGarmo Hall Room 56
 Campus Box 5440
 Normal, IL 61790
 Attn: Deborah A. Garrahy, Ph.D.
 Notices to the District shall be sent to:
Executive Director
Mid-Valley Special Education Cooperative
1304 Rensheimer Ave.
St. Charles, IL 60174
 Attn: _____
- This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
- This Agreement may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld.
- This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement, including the original agreement entered into between the parties effective SEPTEMBER 13, 1999.
- This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing, and signed by parties.
- This Agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

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The Board of Trustees of Illinois State University

By: [Signature]
 Provost

Date: 3/8/16

District

By: _____
 Signed
 Its: _____

Date: _____