

MEMORANDUM OF AGREEMENT

By and Between

SOUTH DAKOTA STATE UNIVERSITY (hereinafter, "SDSU"),

And

Lakeview Public Schools
(hereinafter, "District")

I. PURPOSE

SDSU and Districts have executed and anticipate executing in the future certain agreements to place teacher candidates of the SDSU Teacher Education Program (hereinafter, "Program") in Districts' schools, in order for the candidates to obtain required field experience for the award of a degree. This initiative also includes, but is not limited to:

- a. Placement and support for the full year residency and semester long programs involved in the SDSU Teacher Education program.
- b. Placement and support for the early field experiences involved in the SDSU Teacher Education program.

II. TERM & EFFECT

- a. This Agreement is open-ended.
- b. The Commitments of this Agreement as between SDSU and any single District will, unless explicitly stated otherwise, commence each time SDSU and the District sign a "Secondary/K-12 Field Experiences" agreement—a copy of which is attached as **Exhibit A** to this Agreement—or like agreement (hereinafter, "Underlying Agreement"). Any Underlying Agreement, when signed by SDSU and the District, shall be incorporated into this Agreement as if an addendum and an attachment hereto.
- c. The Commitments of this Agreement shall continue between SDSU and a District for the duration of their Underlying Agreement, unless explicitly stated otherwise, and those Commitments shall be renewed with each subsequent Underlying Agreement signed between SDSU and the District, which shall, in turn, similarly set the duration of this Agreement's Commitments between them. There shall not be any limit to the number of Underlying Agreements that trigger the Commitments under this Agreement.
- d. This Agreement may be terminated by SDSU for any or no cause within thirty (30) days of SDSU serving written notice of the termination on the participating Districts.
- e. A District may only rescind its participation in this Agreement, and sever its rights and commitments hereunder, when no Underlying Agreement between the District and SDSU is effective, and within thirty (30) days of the District serving written notice of the rescission on SDSU and the other participating Districts. Such rescission may be for any or no cause, and the rescission shall be reduced to writing. Termination of this Agreement shall occur when all Districts rescind their participation in this Agreement.

III. SDSU COMMITMENTS

- a. SDSU shall involve the faculty of its Department of Teaching, Learning, and Leadership to improve the quality of teaching and learning through such efforts as research or investigations of mutual interest. These efforts shall be undertaken under the guiding principle of demonstrating research-based educator practices and technologies by exemplary school-based mentors, teacher candidates, and the SDSU faculty.

- b. Teacher candidates will be approved by SDSU faculty each year. The candidates will fill out the necessary applications to be considered for a clinical placement, providing transcripts, and other information as deemed necessary by SDSU.
- c. SDSU will compensate District-provided clinical educators for their role in clinical supervision duties associated with the full-year residency and semester-long programs. The compensation rate will be determined on an annual basis. Graduate credits or continuing education units (CEUs) may be available to clinical educators for clinical supervision duties.
- d. SDSU will assign a clinical mentor to assist and support both teacher candidates and clinical educators to reflect, dialogue, and study their experiences in the classroom, examine video-recordings of each other's teaching, and address questions emerging from this practice. The SDSU clinical mentor will meet every three weeks, on average, with their assigned teacher candidates or provide supervision at a similar level. Clinical educators may be invited to participate in these meetings.
- e. SDSU will share data regarding performance of the residency program and teacher candidates with the Districts in accordance with the Family Educational Rights and Privacy Act (FERPA).
- f. SDSU Department of TLL will collaborate with Districts in the selection of clinical educators. The total number of clinical educators and teacher candidates in each district will be determined annually based on need and availability of clinical educators.
- g. Teacher candidates must:
 1. Meet TLL requirements for placement considerations in the residency or semester long program. These requirements could include a background check and insurance coverage, meeting minimum GPA requirements, recommendations from early field experience supervisors and passing scores on PRAXIS exams.
 2. Be fully enrolled in the Program at SDSU and registered for course work toward graduation during their involvement with the residency or semester long program.
 3. Be under joint supervision of the clinical mentor and clinical educator in the school they are assigned. The clinical supervisory team will be headed by assigned SDSU faculty (clinical mentor), with involvement from the clinical educator and building principal
 4. Be personally responsible for individual health insurance and professional liability insurance.

IV. DISTRICTS COMMITMENTS

- a. Districts will each select clinical educators from the existing school staff to work with the teacher candidates and the SDSU faculty. Districts will collaborate with SDSU to match the interests and capabilities of clinical educators with those of the teacher candidates. The clinical educators will be selected on the basis of exemplary contributions to education, leadership and their commitment to preparing others for the profession. Specific requirements for clinical educators include:
 1. Three years of successful K - 12 teaching, with at least one year in the current setting/assignment.
 2. Certification in the area(s) the teacher candidate is to be placed.
 3. Administrator approval and recommendation to serve as a clinical educator.
- b. Clinical educators will assume the following responsibilities regarding the teacher candidate: assigning work, observing, supervising, critiquing, keeping records, and filing necessary reports to SDSU. Clinical educators are also invited to participate in clinical mentoring seminars and assist teacher candidates in the process of reflection

on their practice. Teacher candidates shall be allowed to gradually increase responsibility to eventually take full responsibility for instruction for a minimum of two weeks.

- c. Districts may provide paid opportunities to teacher candidates during the residency experience in the form of vouchers for reduced or free services from community businesses; substitute teaching (ten (10) days maximum); free breakfast and/or lunch; free tickets to school extracurricular activities; or other approved opportunities through the schools in which teacher candidates are placed. Teacher candidates will be individually responsible for the expenses of their SDSU tuition, fees, travel, books, and other costs of undergraduate study.
- d. Districts will share appropriate student achievement data for evaluation and program improvement in accordance with FERPA and as required for national accreditation purposes.
- e. Districts will allow video-recording of classroom instruction for professional development and candidate assessment purposes. Proper releases will be executed in accordance with District and SDSU policy and procedures.

V. TERMS AND CONDITIONS. The following provisions shall apply at all times for the duration of this Agreement:

- a. **Indemnification and Hold Harmless Clause.** Each District understands, agrees to, and shall indemnify, defend, and hold harmless the State of South Dakota, SDBOR, SDSU, as well as their officers, agents and employees, (hereinafter, "Indemnitees") from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by Indemnitees on account of loss of or damage to any property, or for injuries to or the death of any person, where the loss, damage, injury, or death is caused by, arises out of, or is in any way related to, in whole or in part, any act, omission, professional error, fault, mistake, or negligence of that District, its employees, agents, representative, or subcontractors, or their subcontractors' employees, agents, or representatives, in connection with or incidental to the performance of this Agreement and/or any Underlying Agreements, or arising out of Workers' Compensation claims, or Unemployment Disability Compensation claims of employees of that District and/or its subcontractors or claims under similar laws and obligations, and that this aforementioned obligation shall survive the termination/rescission, or the end of, this Agreement and in perpetuity. Districts and SDSU recognize that each District's obligation under this Provision shall not extend to any liability caused by the sole negligence of the Indemnitees.
- b. **FERPA.** Each District and SDSU shall also maintain the confidentiality of student records in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Confidential student records and information ("Student Information") includes hard copy, and any other format or medium, student education record information and personally identifiable information contained therein as defined by FERPA. Each District and SDSU agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth by FERPA and with the terms set forth herein. 34 CFR 99.33(a)(2) states that the officers, employees and agents of a party that receives Student Information may use the information only for the purpose(s) for which the disclosure was made. Recipient party or parties to this Agreement shall not use or disclose Student Information received from or on behalf of the disclosing party or parties to this Agreement except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by the disclosing party or parties. Each District and SDSU agree not to use Student Information for any purpose other than the purpose for which the disclosure was made. Upon termination, cancellation, expiration or conclusion of the Agreement, recipient party or parties shall return all Student Information to the disclosing party or parties or, if return is not feasible, destroy all Student Information. Each District and SDSU shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Student Information

received from, or on behalf of the disclosing party or parties or their students. These measures will be extended by Agreement to all subcontractors used by each District. The recipient party or parties shall report to the disclosing party or parties any use or disclosure of Student Information not authorized by this Agreement or authorized in writing by the disclosing party or parties.

- c. **Insurance.** SDSU, as an entity of the State of South Dakota, is entitled to certain immunities under South Dakota law, including but not limited to SDCL chapters 3-21 and 3-22, as well as participation in the Public Entity Pool for Liability agreement. Districts and SDSU agree that such insurance shall satisfy all insurance requirements as to SDSU for this Agreement.
- d. **Governing Law.** This Agreement shall be interpreted according to the laws of the State of South Dakota.
- e. **Non-Discrimination.** Districts and SDSU agree to be bound by applicable state and federal laws and regulations governing Equal Employment Opportunity and Non-Discrimination, and to similar SDBOR and SDSU policy requirements.
- f. **Non-Agency.** Districts and SDSU agree that each District's employees are not agents or employees of the other Districts or of SDSU. Districts and SDSU agree that SDSU's employees are not agents or employees of the Districts.
- g. **Funding Out.** Districts and SDSU acknowledge that legislative action, including the failure of the Legislature to appropriate funds, may require the curtailment or termination of some or all of SDSU programming and support, which in turn may impact the availability of personnel, students, and facilities to be used under this Agreement. Districts and SDSU acknowledge further that they are obligated to respond to such legislative action and may determine that it is necessary in the public interest to curtail this Agreement based on these considerations.
- h. **Anti-Kickback.** Districts and SDSU certify that they have not paid kickbacks directly or indirectly to anyone for the purpose of obtaining this Agreement and agree to cooperate fully with any U.S. agency investigating a possible violation of anti-kickback laws.
- i. **Severability.** If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the remaining terms shall not be affected, and, if possible, the rights and commitments of Districts and SDSU are to be construed and enforced as if the Agreement did not contain the term.
- j. **Waiver.** No provision of this Agreement shall be considered waived by SDSU unless the waiver is expressed in writing and executed as a supplement to this Agreement. A waiver by SDSU of any breach of duty or covenant under this Agreement is not a waiver of any subsequent breach of the same.
- k. **Miscellaneous.** All matters not authorized expressly by the terms of this Agreement shall be reserved to the discretion of SDSU. The terms of this Agreement supersede all conflicting terms of associated agreements.

VI. SIGNATURES AND EXECUTION

By their signatures below, each District's representative certifies that they are duly authorized to act on the behalf of their respective District and so bind the District to this Agreement. Further, by their signatures below, the Districts signify their agreement to all of the terms and conditions described above, and their complete reading and understanding of the same, including Indemnity and Hold Harmless provisions that serve as waivers of important rights and as substantial responsibilities to each District. Districts and SDSU recognize that the Effective Date of this Agreement as to each District shall be the latest of the date-of-signature of the Provost of SDSU or either representative of the District.

FOR SDSU:

Dean Paul Barnes DATE
SDSU College of Education and Human Sciences

Dr. Dennis Hedge, Provost DATE
South Dakota State University

FOR DISTRICTS:

_____, President DATE
Board of Education

_____, Superintendent DATE

School District