Preservice Teacher Teaching Agreement

THIS AGREEMENT, made and entered into by and between Northwest Missouri State University ("Institution") and Independence School District ("School District") in accordance with the Revised Missouri Statutes ("RSMo.") , the Certified State Regulations ("C.S.R.") , and the Department of Elementary and Secondary Education, establishes the terms and conditions under which student teachers ("Preservice Teachers") from Institution will perform duties with mentor teachers ("Mentors") in the School District.

1.0 Scope of the Agreement

1.1 This Agreement establishes procedures for: the placement, assignment, termination, change of assignment, supervision, evaluation, status and authority of Preservice Teachers, and compensation for Mentors.

2.0 Placement

2.1 The placement of Preservice Teachers shall be accomplished on a cooperative basis involving both the Institution and the School District.

2.2 Placement shall be initiated by the appropriate Institution personnel by communication with the appropriately designated School District personnel.

2.3 The Institution shall present to School District a list of Preservice Teachers showing the grade level, subjects preferred and other relevant information before assignments are made.

2.4 The Institution may refuse the services of any Mentor, but such refusal shall not be based on age, religion, creed, color, sex, national origin, disability, veteran status or sexual orientation.

2.5 The School District may refuse the services of any Preservice Teacher, but such refusal shall not be based on age, religion, creed, color, sex, national origin, disability, veteran status or sexual orientation.

3.0 Assignment

3.1 Only one Preservice Teacher shall be assigned to a Mentor, unless other arrangements are mutually agreed upon by the Institution and School District.

3.2 The Preservice Teacher shall be on duty each regularly scheduled school day for the length of time that is required by the Mentor. The Preservice Teacher shall follow the schedule of the School District, not the Institution's schedule.

3.3 An assignment consists of, but is not limited to: recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans and special projects.
3.4 The Preservice Teacher’s assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties involved.

3.5 The Preservice Teacher shall report directly to the Principal’s office the first day of the assignment.

3.6 Preservice Teachers will be invited to participate in all pre-service and in-service workshops conducted during the time of their assignments.

4.0 Duration, Termination and Change of Assignment

4.1 This Agreement begins on **July 1, 2012** and terminates when either party gives notice.

4.2 The Institution or the School District may terminate or change assignment of any Preservice Teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

5.0 Supervision and Evaluation of Preservice Teacher

5.1 The Institution shall designate an appropriate person who will serve as supervisor of the Preservice Teacher, in cooperation with the Mentor.

5.2 The Preservice Teacher shall comply with all policies, rules and regulations of the School District and the Code of Ethics of the profession. Preservice Teacher shall also comply with any applicable federal and state laws and regulations, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act, Civil Rights laws, and E-Verify. The Institution will indemnify and hold the School District, its agents, servants and successors harmless from any claims asserted against the School District arising out of the Student’s violation of FERPA or IDEA and its state and federal regulations, or a violation of the School District’s policies and procedures, including for any costs and attorney’s fees incurred by the School District in defending such claims. While performing services under this Agreement, Preservice Teacher will refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, ancestry or national origin.

5.3 Preservice Teachers must sign FERPA confidentiality agreements prior to beginning their assignments. Preservice Teachers will also be required to submit to fingerprinting and background checks in accordance with the background checks required pursuant to Missouri Teacher Licensure procedures. Any Preservice Teacher who does not complete an acceptable background check will not be placed by the School District. If the Institution has already required the Preservice Teacher to undergo a background check, the School District may
accept the Preservice Teacher without a further background check. The School
District may require such Preservice Teachers to undergo an additional
background check at its sole discretion.

5.4 Each Mentor shall keep an accurate record of the Preservice Teacher’s attendance.
5.5 The Preservice Teacher shall notify the Mentor of planned absences, at least two
weeks prior to the absence, or minimum of 24 hours advance notice, where
practicable, in the event of an emergency.
5.6 The appropriate personnel of the Institution, the Mentor and the Preservice
Teacher shall, and others from the Institution or School District who are
knowledgeable about the performance of the Preservice Teacher may, be involved
in evaluation process.
5.7 Preservice Teachers will be evaluated in accordance with the Missouri Standards
for Teacher Education Programs (“MoSTEP”).

6.0 Status and Authority of Preservice Teacher

6.1 Preservice Teachers shall have status and authority in accordance with RSMo.
168.400, and 5 C.S.R. 80-804.040.

7.0 Compensation for Mentors

7.1 The Institution agrees to directly compensate the Mentors. The Institution shall
pay the Mentor $100 for each Preservice Teacher who completes the
entire assignment. If a Preservice Teacher completes one-third or less of the
assignment, the Mentor shall be entitled to one-half of the amount. If a
Preservice Teacher completes more than one-third, but less than the entire
assignment, the Mentor shall be entitled to the full amount.
7.2 The Institution shall pay Mentors at the completion of the assignments, and upon
completion and submittal of all required information to the Institution.
7.3 The School District agrees to provide the Institution each Mentor’s name and
address. The Institution will request the Mentor’s social security number.

8.0 Miscellaneous

8.1 This Agreement shall be interpreted in accordance with the laws of the State of
Missouri, and any action relating to this Agreement shall only be commenced in
the Missouri District Court in Jackson County, or in the United State District
Northern District of Missouri.
8.2 Neither party may assign this Agreement without the express written consent of
the other party.
8.3 Failure by either party at any time to require strict performance of any provision
of this Agreement shall not constitute a waiver of that provision nor in any way
limit enforcement of the provision.
8.4 This Agreement may be amended in writing by mutual consent of both parties.
8.5 Each Party represents and warrants to the other that:

8.5.1 It has the right, power and authority to enter into and perform its obligation under this Agreement.
8.5.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal binding obligation upon itself in accordance with it terms.

8.6 All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successor, assigns and legal representatives.

8.7 The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

8.8 Severability. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

8.9 Entire Agreement. This Agreement represents the entire agreement between School District and the Institution. Any subsequent change or modification the terms of this Agreement shall be in the form of a duly executed supplement to this Agreement.

8.10 Any notice required under this Agreement shall be given to each party at the address listed below.

8.11 The Institution shall defend the Preservice Teachers and hold the Preservice Teachers harmless and indemnify them against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of their placement or assignment at the School District.
INDEPENDENCE SCHOOL DISTRICT
201 North Forest Avenue
Independence, MO 64050

INSTITUTION
(Institution Name) Northwest Missouri State University
ATTN: Dr. Vickie Miller
Title: Director of Field Experiences
Address: 800 University Drive, Brown Hall 200
Maryville, MO 64468

This Agreement is executed this __________ day of ________________
2012

APPROVED

[Signature]
Independence School District

[Signature]
Institution Representative

[Date] 3-14-12

[Date] 2/28/12

HR 10/10/2011