

SAGINAW VALLEY STATE UNIVERSITY

PLACEMENT AGREEMENT

This PLACEMENT AGREEMENT (the Agreement) is made and entered into as of the (date) January 10, 2022 by and between Saginaw Valley State University (the UNIVERSITY) and (the DISTRICT) **Wapakoneta City School District** by and through their duly authorized administrators.

WHEREAS, The UNIVERSITY conducts a program in Teacher Education and desires to obtain teaching experience for its candidates enrolled in this curriculum; and,

WHEREAS, The DISTRICT recognizes the need for and desires to aid in the educational development of such individuals and is willing to make its employees and premises available for such purposes;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth below, the parties agree as follows:

1. UNIVERSITY RESPONSIBILITIES

- 1.01. The UNIVERSITY shall be responsible for monitoring and evaluating the individual candidates academic progress.
- 1.02. The UNIVERSITY shall determine the eligibility of candidates to participate in the DISTRICT'S program. The UNIVERSITY will provide the DISTRICT with a listing of names, dates and hours of assignment and any other information specified by the UNIVERSITY or DISTRICT prior to the commencement of each candidate's education placement.
- 1.03. The UNIVERSITY shall have full responsibility for the conduct of any student disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations and case law.
- 1.04. The UNIVERSITY designates the Dean of the College of Education as the administrative point of contact for communication and coordination of the candidate learning experiences.
- 1.05. The UNIVERSITY shall inform candidate(s) that it is the candidate's responsibility to pay for any personal health care services they receive which are not covered by any personal health insurance.
- 1.06. The UNIVERSITY and students shall comply with all laws regarding bloodborne pathogen and infection control standards and shall provide proof of same upon request. The UNIVERSITY shall ensure that students receive training in the specific requirements of any such standard.
- 1.07. Candidates shall not be considered employees or agents of the UNIVERSITY.

- 1.08 All candidates must consent to a criminal records report to the District before placement can be initiated. The District retains the right to not accept a student for placement who has an inappropriate misdemeanor or felony on that record.
- 1.09 The District has the right to provide University with a written request to remove any student from the clinical or field experience program at District when it determines that a student's behavior and/or presence is not consistent with maintenance of an acceptable standard of professional performance or personal conduct. University maintains the right to provide a statement to District documenting its reasons for disagreeing with District's assessment and requiring District to meet within five days of receipt of same to discuss the requested removal. District retains the right following such discussion to require removal of a student from the clinical or field experience program.

2. DISTRICT RESPONSIBILITIES

- 2.01. The DISTRICT shall provide educational learning experiences, which are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.
- 2.02. The DISTRICT will provide applicable policies and procedures to the UNIVERSITY, to which the students shall be expected to adhere as a condition to being accepted by the DISTRICT, prior to and during periods of assignment and/or while on DISTRICT premises. The DISTRICT will provide adequate and qualified supervision of the students during their assignment. These shall include, but are not limited to, policies pertaining to corporal punishment/physical contact with students, non-discrimination, child abuse and neglect, sexual harassment (student and employee), confidentiality of student records and student health information, bloodborne pathogen exposure control, administration of medication to pupils, communicable diseases, alcohol, controlled substances and tobacco products.
- 2.03. The DISTRICT will assign and designate a point of contact who is to be responsible for planning and administering the program.
- 2.04. The DISTRICT shall facilitate the candidate's professional growth through educational assignments, and shall provide adequate space, equipment and supplies to meet the objectives of training.
- 2.05. The DISTRICT shall be responsible for the submission of required reports in accordance with UNIVERSITY procedures and for informing the UNIVERSITY of significant staff or administrative changes in the education program(s).

3. BOTH UNIVERSITY AND DISTRICT RESPONSIBILITIES

- 3.01. Candidates shall perform services only when under the supervision of registered, licensed or certified DISTRICT staff. Candidates are trainees. Candidates are not considered employees of the DISTRICT. Candidates may not work as a substitute under the conditions outlined in the SVSU Placement Handbook. University is not responsible for any employer relationship that may exist with candidate and District or another entity. Each party agrees that candidates shall not at any time replace or substitute for any DISTRICT employee, nor shall the candidate perform any of the duties normally performed by an employee for the DISTRICT except such duties that are part of their training and are performed by the candidate under the supervision

of a DISTRICT employee. Notwithstanding the foregoing, concurrently with a candidates participation in the education program(s), the DISTRICT may hire such candidate as a substitute teacher or in another capacity; provided, however, that in such event the DISTRICT will be liable for the payment of any wage or other compensation for service provided by the student teacher and the terms of this disclaimer will not apply with regard to the employer-employee relationship between the DISTRICT and the candidate.

- 3.02. The UNIVERSITY agrees to indemnify and hold the DISTRICT and its Board of Education, officers, and employees harmless from and against any and all tort liability, claims, actions, causes of action, losses, damages or expenses caused or arising out of the act(s) and/or omission(s) of the UNIVERSITY, its agents and employees incident to its participation in this program, to the extent allowed by law.

The DISTRICT agrees to indemnify and hold the UNIVERSITY and its Board of Control, officers, and employees harmless from and against any and all tort liability, claims, actions, causes of action, losses, damages or expenses caused or arising out of the act(s) and/or omission(s) of the DISTRICT, its agents and employees incident to its participation in this program, to the extent allowed by law.

Each party shall give prompt written notice of any fact or situation which may give rise to a claim for indemnification. If a party agrees in writing to provide indemnification for a given claim, it may control the defense and settlement of the claim; otherwise, the indemnified party may defend and resolve the claim in the manner it deems appropriate, and the party with the indemnification obligation shall be responsible for the cost of such defense and settlement.

- 3.03. Each party agrees to maintain commercial general liability insurance, including contractual liability and sexual abuse and molestation coverage, with limits not less than \$1 million per occurrence and \$2 million annual aggregate. The UNIVERSITY may provide or shall require each candidate to obtain insurance coverage to protect the interest of the candidate against allegations of negligence causing bodily injury, personal injury or property damage. Limits for candidate liability coverage shall not be less than \$1 million per occurrence. An insurer licensed or permitted to do business in the State of Michigan or a funded self-insurance program may provide such insurance. Each party further agrees that, with respect to insurance coverages maintained by it, it will:

- A. Provide evidence of such insurance upon request and provide 30 days prior written notice of any material changes in such coverage, and
- B. Notify the other as soon as possible and cooperate with the other in the investigation and/or settlement of any loss or damage or potential loss or damage arising out of this Agreement.

- 3.04. Each party may enter into agreements with other institutions or districts at any time.

- 3.05. Each party agrees to comply with and to be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this program. Each party agrees to accept students without regard for race, sex (including sexual orientation and transgender identity), color, religion, national origin or ancestry, age, marital status, disability, military. The confidentiality of District student and University candidate records shall be maintained at all times, in accordance with provisions of the Family and Educational Rights and Privacy Act and the Individuals with Disabilities Education Act.

- 3.06. The terms and conditions of the Agreement may be amended or modified only by written instrument executed by both parties. Educational programs may be added to this Agreement by way of a letter of agreement signed by both parties.
- 3.07. This Agreement shall commence as of the date stated at the beginning of this Agreement and shall continue until terminated by either party. Termination by either party requires ninety (90) days prior written notice. Should notice of termination be given, students assigned to the DISTRICT shall be allowed to complete any previously scheduled assignment then in progress at the DISTRICT.
- 3.08 Notice under this Agreement shall be personally delivered, sent by nationally recognized overnight courier service, or mailed by certified or registered mail.

Notice to the DISTRICT shall be directed to:
(TITLE of District person in charge of the Student Teacher Program)

Wapakoneta City School District
Aaron Rex, Superintendent
1102 Gardenia Drive
Wapakoneta, Ohio 45895

Notice to the UNIVERSITY shall be directed to:

Dean of the College of Education
Saginaw Valley State University
7400 Bay Road
University Center, MI 48710

- 3.09. In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible for its own conduct.

4. GENERAL TERMS

- 4.01. This Agreement shall be governed in accordance with the laws of the State of Michigan. Litigation arising pursuant to this Agreement must be filed within the State of Michigan. The parties understand and expressly agree that certain claims asserted against the UNIVERSITY are subject to the exclusive jurisdiction of the Michigan Court of Claims. Notwithstanding any other provision in this Agreement, both the DISTRICT and the UNIVERSITY preserve all rights, defenses, privileges, and immunities as provided by law.
- 4.02 This Agreement shall supersede any and all prior agreements between the parties regarding the subject matter of this Agreement. This Agreement is for the sole benefit of the DISTRICT and the UNIVERSITY, and there is no intention, express or otherwise, to create any rights or interests for any party other than the UNIVERSITY and the DISTRICT; no student or other third party shall be a beneficiary or have any right to enforce the terms of this Agreement. This Agreement may be signed in counterpart; electronic or facsimile signatures shall be effective to the same extent as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and warrant that they are officially authorized to so execute for their respective parties to the contract.

UNIVERSITY

By: 

Printed Name: James G. Muladore

Its: Executive Vice President for Administration
and Business Affairs

Date: 11/30/2021

DISTRICT

By: _____

Printed Name: _____

Its: _____

Date: _____

