

STUDENT TEACHING AGREEMENT
BETWEEN
SHELBY COUNTY SCHOOLS
AND

University of Memphis

(College/University)

202 Ball Hall,	Memphis	Tn	38152
Address	City	State	Zip

1. **Parties.** This Agreement is entered into on this 6 day of January, 2006, by and between the Shelby County Schools Board of Education, hereinafter referred to as the "Board", and the University of Memphis. Hereinafter referred to as the "College."

2. **Purpose.** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of the College may participate in the Student Teaching Internships, Practicums and Observations, hereinafter referred to collectively as "Student Teaching", at the Shelby County Schools.

3. **Term.** The term of this Agreement begins January 6, 2005 and ends December 31, 2010. In no event shall this Agreement exceed five (5) years.

4. **Compliance with Handbook and Policy.** College and College's participating students shall comply with all policies of Shelby County Schools and with the Teacher Education Handbook. Student Teaching participants will be required to read the policies of Shelby County Schools and the Teacher Education Handbook prior to participating in Student Teaching and sign an acknowledgment that they were provided copies of the policies and Handbook and have read them. In the event of conflict between a Board policy and the Handbook, the Board policy shall govern. Shelby County Schools will provide Student Teaching participants with first aid for work-related injuries or illnesses, such as blood or body fluid exposures. Students admitted to Shelby County Schools for clinical training shall be subject to all applicable policies and regulations of Shelby County Schools, University of Memphis, and the Board. Prior to assignment of Students to Shelby County Schools, the College will advise Students that a criminal background check will be required, at the Student's expense, and must be obtained from an agency approved by the Shelby County Schools Board of Education. The result of each participant's background check shall be reviewed by the Board prior to that participant receiving an assignment. A student who is denied a Student Teaching assignment because of a negative background report may request a meeting to discuss the disqualifying background report.

5. **Insurance.** For each participating Student, either the College or the participating Student must provide the Board with a certificate of insurance or evidence of self-insurance, in a form satisfactory to Shelby County Schools, evidencing comprehensive general liability insurance with limits of not less than one million (\$1,000,000) dollars. A certificate of insurance evidencing said coverage shall be provided to the College/University prior to submission of the student teaching request made by the college/university. The submission request for placement will serve as the verification by the university that this insurance requirement has been accomplished.

6. **Confidentiality.** College shall inform each participating Student of Federal and State law governing the confidentiality of Shelby County Schools student information, including FERPA and the Tennessee Public Records Act. Any breach of Shelby County Schools student confidentiality by a participating Student resulting in the unauthorized release, either written or verbal, of student information shall be grounds for the immediate termination of the participating Student's Student Teaching experience.

7. **Indemnification and Hold Harmless.** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. Any and all claims against the College shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the State of Tennessee shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant to Tennessee law.

8. **Assignment.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors of the parties hereto. Neither this Agreement nor any of the rights and obligations hereunder may be transferred or assigned without the prior written consent of the other party.

9. **Notices.** Notices under this Agreement shall be mailed or delivered to the parties as follows:

Board:

Dr. Judy Ostner
Assistant Superintendent
Curriculum & Accountability
Shelby County Schools
160 S. Hollywood Street
Memphis, TN 38112

College:

Dr. E. Sutton Flynt
Director Teacher Education
University of Memphis
202 Ball Hall
College of Education
Memphis, TN 38152

10. **Execution of Student Agreement.** ___University of Memphis_____ will have each student desiring to participate in Student Teaching to execute the agreement attached hereto as Exhibit A, and will forward the executed agreement to the Board. No student will receive a Student Teaching assignment until the Board has received an agreement executed by the student.

11. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto.

12. **Termination.** Either party, upon thirty (30) days written notice to the other party, may terminate this contract.

13. **Partnership/Joint Venture/Employment.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

14. **Waiver.** No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

15. **Nondiscrimination.** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This Section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000e).

16. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

17. **Governing Law.** The laws of the State of Tennessee thereof shall govern the validity, construction and effect of this Agreement and any and all extensions and/or modifications. Tennessee law shall govern regardless of any language in any attachment or other document that the College may provide.

18. **Severability.** Should any provision of the Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

19. **Compliance with the Americans With Disabilities Act.** The Board and the College shall not discriminate on the basis of disability in admission to, access to, or operations of their programs, services, or activities, including hiring or employment practices. The Board and the College will insure that qualified applicants and participants with disabilities in their services, programs, or activities have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

SHELBY COUNTY SCHOOLS

COLLEGE : _University of Memphis

BOARD OF EDUCATION

By: _____
Name Title

By: _____
Name Title

**STATE OF TENNESSEE
COUNTY OF SHELBY**

On this the ____ day of _____, 20__, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, Shelby County Schools Board of Education, and _____, College/University representative, to me known to be the persons described in and who executed the foregoing Agreement and acknowledged that they executed same as their free act and deed.

WITNESS my hand a Notarial Seal at office the day and year above written.

NOTARY PUBLIC

My Commission Expires:

There should be a notary space for SCS and U of M

PROCEDURES FOR BACKGROUND CHECKS OF STUDENT TEACHERS

1. Sylvan/Identix Fingerprinting Centers, LLC, will provide background checks for Student Teachers at a cost of \$56.00 – paid at the site by check or credit card only. It has been suggested that the applicant pay (as done with Shelby County Schools employees and substitutes).

2. An appointment must be scheduled for finger printing. Please be sure that appointments are made. The appointments are made by calling 1-866-226-2937 and specifying one of these locations:

Arlington Developmental Center	11293 Memphis Arlington Road	Tuesday-Friday
Daycare Personnel	2600 Poplar Avenue	Tuesday-Friday
Memphis Mental Health Institute	865 Poplar Ave., Ste. 516	Tuesday
Department of Human Services	3230 Jackson Avenue	Thursday
Department of Human Services	3356 S. Third Street	Monday

Those fingerprinted will need to be identified with the Shelby County Schools – ORI number. Please provide the name, social security number, and the system SCS-ORI number when the appointment is made. Identification will be required at the printing site. To be sure that the information will be accurately processed and returned, please be sure to have a responsible staff member assist with this process.

The Shelby County Schools' ORI number is: TN930880Z

3. Because of sensitivity of the information in background checks, results of the check will be forwarded to the Human Resource Department. TBI requires this as part of their procedure. The average process time, after printing, is approximately one week.

**Shelby County Schools
160 S. Hollywood Street
Memphis, TN 38112
Voice: 901.321.2500**

STUDENT ACKNOWLEDGMENT

I, _____, being a student at University of Memphis and desiring to be allowed to participate in Student Teaching with the Shelby County Schools, hereby state:

1. I agree that I have read and will comply with all policies of Shelby County Schools and with the Teacher Education Handbook. I understand that in the event of a conflict between a Board policy and the Handbook, the Board policy shall govern. I understand that will participating in Student Teaching at any facility in the Shelby County Schools I will be subject to all applicable policies and regulations of Shelby County Schools and its Board of Education.
2. I understand that I will not receive any Student Teaching assignment with the Shelby County Schools until after I have submitted fingerprints for a criminal background check that will be conducted at my expense by an agency approved by the Shelby County Schools Board of Education. I understand that the result of this background check shall be reviewed by the Board prior to my receiving an assignment. I understand that if I am denied a Student Teaching assignment because of a negative background report, I may request a meeting with the Board to discuss the disqualifying background report.
3. I acknowledge that I have been informed of the Federal and State laws governing the confidentiality of Shelby County Schools student information, including FERPA and the Tennessee Public Records Act. I understand that any breach of Shelby County Schools student confidentiality by me that results in the unauthorized release, either written or verbal, of student information shall be grounds for the immediate termination of my Student Teaching participation.
4. I understand that neither Shelby County Schools nor University of Memphis shall be responsible for any personal injury or property damage or other loss suffered by me except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. Any and all claims against University of Memphis shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the State of Tennessee shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant to Tennessee law.
5. I acknowledge that I have received and read a copy of the Shelby County Schools policies regarding harassment (including sexual harassment) of employees and students. I understand that, although participants in the Student Teaching Program are not employees of Shelby County Schools, that I am to follow the procedures set out for employees should I experience any unwelcome sexual

conduct or remarks while participating in the Student Teaching Program. I understand that I am to avoid making any sexual advances or remarks to any Shelby County Schools employee or student while participating in the Student Teaching Program, and that any violations by me of Shelby County Schools' harassment policies may result in my immediate termination from the Student Teaching Program and possible legal action against me.

Signed this _____ day of _____, _____.

Student