


INDEPENDENT SCHOOL DISTRICT 271  
Bloomington, Minnesota

**REQUEST FOR SCHOOL BOARD ACTION**

DATE OF BOARD MEETING: August 6, 2018

SUBJECT: Institutional Affiliation Agreement with  
Augsburg University

ORIGINATING DEPARTMENT: Academic Services

APPROVAL OF ADMINISTRATIVE  
CABINET MEMBER: Eric Melby   
Assistant Superintendent

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**RESOLUTION FOR BOARD TO ADOPT:**

RESOLVED, that the School Board of Independent School District 271 approves the Institutional Affiliation Agreement with Augsburg University effective August 6, 2018 to June 30, 2020.

**RECOMMENDATION OF SUPERINTENDENT:**

Approve. 

**BACKGROUND:**

This agreement is in accordance with Board Policy 430, Student Teachers.

This is a two-year renewal of an agreement with Augsburg University that expired on June 30, 2018.

The new agreement has been reviewed by the District's legal counsel and insurance agent of record.

## **INSTITUTIONAL AFFILIATION AGREEMENT**

### **(Education Clinical Experience Students)**

THIS INSTITUTIONAL AFFILIATION AGREEMENT (the "Agreement") is entered into this 13th day of June, 2018, (the "Effective Date") by and among **Augsburg University**, a Minnesota nonprofit corporation with its principal offices at 2211 Riverside Avenue South, Minneapolis, MN 55454 ("Augsburg"), and **Independent School District 271** with its principal offices at 1350 W. 106<sup>th</sup> Street, Bloomington, MN 55431 ("the School").

#### **Recitals**

A. Augsburg operates an accredited teacher education program and desires for its education students (the "Students") to have clinical experiences at the School and to observe, provide instructional services and otherwise receive instruction, training and observational experiences at the School in accordance with Augsburg's academic and educational curriculum objectives under the supervision of one or more qualified faculty members of Augsburg and School staff members with appropriate experience (the "Program"). Such clinical experience could be at the undergraduate or graduate level and include, but not be limited to, pre student teaching experience, student teaching placements, practicum, internship, or clinical learning.

B. School provides education services and desires to promote clinical experience opportunities for qualified Students in a manner consistent with School's mission, policies and procedures.

C. Augsburg and School desire to enter into this Agreement for the purpose of defining their respective rights and obligations regarding the Students' Program.

In consideration of the foregoing recitals and the mutual covenants contained herein the parties hereby agree as follows:

#### **AGREEMENT**

##### **1. General.**

1.1. Augsburg and the School shall mutually agree on the number of Students that will participate in the Program.

1.2. Augsburg and the School shall mutually coordinate the curriculum, scheduling and implementation of the Program. Each party shall immediately notify the other party of any changes in School Representative (as defined in Section 2.2), Augsburg Representative (as defined in Section 3.4), or other assigned staff or problems with the curriculum that may affect the learning experiences of Students. School shall have final approval authority for the schedule of Students' participation in the Program.

1.3. The Students shall not be deemed employees of School for any purpose, but shall remain students of Augsburg who are present at the School solely as part of their course of study with Augsburg. Students shall not be entitled to compensation, benefits, workers'

compensation coverage, or professional liability, health or unemployment insurance from School.

1.4. Neither party shall discriminate on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. Both parties shall comply with federal and state laws and regulations, including the Americans with Disabilities Act and the Rehabilitation Act of 1973, and the Educational Rights and Privacy Act of 1974 governing the privacy of student records.

1.5. Neither party, nor either party's employees, staff members, faculty members or Students, shall engage in or allow harassing, intimidating or demeaning behavior or create a hostile work environment (collectively "Prohibited Behavior") while participating in the Program or against a participant of the Program. School and Augsburg shall investigate all claims of Prohibited Behavior and shall take corrective action against any person engaging in verifiable acts of Prohibited Behavior.

2. School Rights and Responsibilities. Throughout the term of this Agreement, School shall:

2.1. Remain a duly organized School in good standing, maintain the School in accordance with the laws of Minnesota and the United States, and maintain current applicable and required accreditation.

2.2. Designate a representative to serve as liaison to Augsburg (the "School Representative") and notify Augsburg of any change in such designation.

2.3. Provide the Augsburg Representative (defined in Section 3.4) with a copy of School policies and procedures which relate to the Program or make such material accessible to the Augsburg Representative and Students.

2.4. Provide each Student with an orientation or documentation of policies and procedures that address School policies and procedures.

2.5. Permit Students to use its ancillary facilities, such as parking, library, and cafeteria, and other facilities as reasonably required for the Program; Students utilizing the ancillary facilities shall not be charged any fees beyond the normal charges assessed to employees utilizing these same ancillary facilities.

2.6 Provide each Student, Augsburg Representative or other faculty members participating in the Program with personal protective equipment when such equipment is required to be worn or used in accordance with School's policies and procedures or at the direction of School's administrative personnel.

2.7. Arrange for appropriate supervision of each Student by one or more qualified School staff members with appropriate licensure, privileges/credentials and experience, and provide the Student opportunities to participate in teaching and learning to accomplish the

Program objectives under supervision of the designated practicing teacher. School acknowledges that the Student is in a learning status and shall not require Student to render services lacking in educational value or outside the Student's capabilities. School also acknowledges that all teaching and learning of Students providing direct instruction is the responsibility of School.

2.8. Have the right to refuse to accept any Student or immediately remove any Student who, as determined in School's sole discretion, has failed to follow School's policies and procedures, exhibits unprofessional or disruptive behavior, presents a threat to School safety or welfare, or whose performance is otherwise unsatisfactory. Except in emergencies or as otherwise provided in this Agreement, the School shall consult with the Augsburg Representative prior to any such removal. Notwithstanding the removal of any Student, this Agreement shall remain in full force and effect for the other Students.

2.9. Have the right to exclude from the Program any Student who does not provide all information required under the School's policies and procedures in a timely manner.

2.10. Treat all records and data regarding a Student, whether such records or data are received from Augsburg or the Student or are generated by the School, as records and data subject to the provisions of Minnesota Statutes Section 13.04 et seq., Minnesota Rules part 1205.0100 et seq., 20 U.S.C 1232g and 34 C.F.R Section 99.1 et seq. The School shall comply with the provisions of these State and Federal statutes and regulations as applied to records and data regarding any Student placed at the School pursuant to this agreement as though such statutes and regulations were fully applicable to the School.

2.11. As necessary for Augsburg's accreditation, permit inspection of any facilities used for the Program at reasonable times and upon reasonable notice.

2.12. In the event of a Student illness during a clinical experience, provide appropriate emergency care within the capacity and capability of the School; provided, however, that the Student or the Student's health insurer shall be responsible for the cost of such care.

2.13. Maintain professional liability insurance that covers the School in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate and maintain commercial general liability insurance that covers the School in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate. School shall provide Augsburg with original certificates of insurance evidencing such coverage upon request. School shall notify Augsburg promptly of any cancellation or material modification of insurance coverage.

2.14. {Where state or other laws permit}, School shall obtain Augsburg's prior written approval before publishing any material relating to School's, Augsburg's or a Student's participation in the Program. Augsburg shall not unreasonably deny permission to publish material about the Program. This obligation shall survive termination of this Agreement.

3. Augsburg Rights and Responsibilities. Throughout the term of this Agreement, Augsburg shall:

3.1. Operate the Program in accordance with accreditation standards applicable to Augsburg and Program, applicable state and federal laws, rules and regulations, the School's bylaws, rules, policies and procedures, and applicable standards of accreditation.

3.2. Provide, at least seven (7) days prior to a Student starting the Program, the name of the Student participating in the Program and all information and documentation required by this Agreement and School's policies and procedures regarding the Program.

3.3. Designate one or more qualified faculty members or clinical instructors (each an "Augsburg Representative") to serve as liaison to School and to provide academic and educational supervision of the Students participating in the Program. Augsburg shall notify School of any change in Augsburg Representative.

3.4. Provide the academic objectives and guidance for planning, directing and evaluating the Students' learning experience. Augsburg shall assure that each Student has the educational background necessary to participate in the Program. Augsburg shall have control over all phases of the administration of the Program, curriculum content, evaluation, faculty appointments, admission requirements, promotion and graduation, and such other matters as are internal to Augsburg.

3.5. Immediately remove any Student from the Program at School's request in accordance with Section 2.8 and the remaining terms and conditions of this Agreement.

3.6. Provide School with copies of the applicable Augsburg handbooks and educational objectives upon reasonable request by the School.

3.7. Make all reasonable efforts to ensure that each Student and Augsburg Representative shall:

- (a) Comply with Augsburg's handbooks and educational objectives, and the School's rules, policies, procedures and regulations, including without limitation the policies and procedures regarding the Program and the School's policies on student privacy and applicable accreditation standards.
- (b) Provide information to and cooperate with the School's quality improvement, risk management and peer review processes as reasonably requested from time to time by the School for matters involving the Program.
- (c) Receive and provide School with documentation of training from Augsburg on student privacy standards, and receive and document additional training from School on School's student privacy policies as volunteer members of the School's workforce.

- (d) Obtain School's prior written approval before publishing any material relating to Augsburg's or a Student's participation in the Program. School shall not unreasonably deny permission to publish material about the Program. This obligation shall survive termination of this Agreement.

3.8. Provide professional liability insurance that covers each Student's clinical activities in the School in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate, and provide commercial general liability insurance in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate. Augsburg agrees to maintain workers' compensation insurance for its faculty, Students and any other employees participating in the Program at the School. Augsburg shall provide certificates evidencing such coverage upon request, naming School as an additional insured. Augsburg shall notify School promptly of any cancellation or material reduction of insurance coverage. In the event the insurance is canceled in whole or in part or as to any insured, the School may immediately terminate this Agreement in whole or in part or require that an uninsured Student be removed immediately from participation in the clinical experience. This Section shall survive termination of this Agreement.

3.9 Pay the **ISD 271** an amount not to exceed \$200 per 12-week placement for each **student teacher** placed in the School.

#### 4. Responsibility for Claims.

4.1. Augsburg shall indemnify School and hold School harmless for and against any and all losses, claims, actions, damages, liabilities, and expenses (including reasonable legal fees and disbursements) caused by or attributable to any breach by Augsburg of this Agreement, or any alleged negligent or intentional act or omission of Augsburg or any of its agents, Students or employees in the performance of its obligations under this Agreement.

4.2. School shall indemnify Augsburg and hold Augsburg harmless for and against any and all losses, claims, actions, damages, liabilities, and expenses (including reasonable legal fees and disbursements) caused by or attributable to any breach by School of this Agreement, or any alleged negligent or intentional act or omission of School or any of its agents or employees in the performance of its obligations under this Agreement.

4.3. Each party to this Agreement shall give the other party prompt written notice of any and all claims brought or actions filed against it or against its agents or employees with respect to the subject matter of this Agreement.

#### 5. Term and Termination of Agreement.

This Agreement shall commence as of the Effective Date August 6, 2018 and end on June 30, 2020. Notwithstanding the above, this Agreement may be terminated by either party at any time, without cause, upon sixty (60) days prior written notice. Provided, however, such termination shall not take effect with respect to Students already participating in the Program until such Students have completed the Program. This Agreement shall immediately terminate

if either party is excluded from participation in any federally funded program or fails to maintain, in good standing, its licensure, certification or accreditation, as applicable, to operate its School or program.

6. Notices.

Whenever notice is required or permitted under this Agreement, it shall be given by certified or registered mail, return receipt requested, to the parties at the addresses as set forth below or to such other address and to the attention of such other person(s) or officer(s) as either party may designate by written notice.

AUGSBURG UNIVERSITY:

2211 Riverside Avenue South  
Minneapolis, MN 55454  
Attn: Barbara West  
Fax: 612-330-1339

[INDEPENDENT SCHOOL DISTRICT 271]:

[1350 W. 106<sup>TH</sup> Street]  
[Bloomington, MN 55431]  
Attn: Ms. Elizabeth Holman  
Fax:

7. Governing Law.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Minnesota, without regard to its conflict of laws provisions.

8. Assignment.

Neither party shall assign or transfer, in whole or in part, this Agreement or any rights, duties or obligations under this Agreement without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. Waiver of Breach.

The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. No waiver shall be effective unless it is in writing and signed by the waiving party.

10. Severability.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or the legality of the remainder of this Agreement.

11. Counterparts.

This Agreement and amendments thereto may be executed in multiple copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Third Party Beneficiary.

This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person (including, but not limited to, a Student) has any right, benefit, priority or interest under or because of the existence of this Agreement.

13. Entire Agreement.

This Agreement supersedes all previous contracts related to the Program. Neither party shall be entitled to benefits other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no changes or additions hereto shall be recognized unless incorporated herein by written amendment(s), such amendment(s) to become effective on the date stipulated in such amendment(s). Both parties specifically acknowledge that, in entering into and executing this Agreement, they rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement is not conditioned upon School's execution of any other contract or agreement.



**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**AUGSBURG UNIVERSITY**

By: Beth Neumann Weber

Chief Financial Officer  
Title

**[BLOOMINGTON PUBLIC SCHOOLS]**

By: \_\_\_\_\_

\_\_\_\_\_  
Title