CHICAGO PUBLIC SCHOOLS
MASTER AGREEMENT FOR STUDENT TEACHING
[Western Illinois University]

THIS MASTER AGREEMENT FOR STUDENT TEACHING ("Agreement") dated __________, 20__ ("Effective Date"), is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate and commonly known as the Chicago Public Schools ("the Board" or "CPS"), and Western Illinois University ("University").

RECITALS

A. WHEREAS, the University, as part of its ongoing instruction and preparation of students who wish to become certified teachers, wishes to provide classroom and laboratory experiences to those of its students who are in good academic standing and who otherwise satisfy the University’s requirements for participation in a student teaching program; and

B. WHEREAS, the University and the Board agree that the quality of the entire educational system is enhanced by a collaborative student teaching system that includes school districts and universities; and the Board wishes to collaborate with the University by providing a program ("Student Teaching Program" or "Program") that includes relevant, supervised experiences in practice settings ("Student Teaching Placements" or "Placements"); and

C. WHEREAS, the University understands and acknowledges that the Board is able to provide Student Teaching Placements for a limited number of University students who wish to student teach within the Chicago Public Schools and who satisfy both the University’s and the Board’s Student Teaching requirements as described in this Agreement and in the referenced documents ("Qualified Student Teacher Candidates"); and

D. WHEREAS, the Board and University desire to enter into this Agreement as hereinafter set forth and not otherwise.

NOW THEREFORE, in consideration of these premises and of the mutual agreements set forth herein, University and the Board agree as follows:

TERMS AND CONDITIONS

1. INCORPORATION OF RECITALS; AND EFFECTIVE DATE AND OPTIONS TO RENEW:

1.1 Incorporation of Recitals. The Recitals set forth above are hereby incorporated into this Agreement.

1.2 Effective Date and Options to Renew. This Agreement shall commence on the effective date and continue until June 30, 2014 (the "Term") unless the Agreement is terminated earlier as described in Section 6 of this Agreement (Termination of Agreement). This agreement shall have unlimited options to renew for periods of four (4) years each. Any and all such renewals must be by mutual consent and must be documented in writing and signed by an authorized representative of each party. Any such extension shall be called a “Renewal Term”.

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2. UNDERLYING PROGRAM ASSUMPTIONS:

2.1 Program Description. Within fourteen calendar days of executing this Agreement, University agrees to complete and submit to the CPS Student Teaching Coordinator the University Student Teaching Program Profile Questionnaire (“Questionnaire”). The information requested in the Questionnaire includes, but is not limited to the following: (i) contact information for the University’s Dean of Education, the University Liaison, and the University Field Instructor; (ii) the percentage of student teachers that University placed in the Chicago Public Schools the prior year; (iii) the approximate enrollment University’s Teacher Certification Programs by subject area; (iv) University’s student teacher selection criteria (e.g., course pre-requisites for student teachers and the minimum G.P.A. requirement); (v) the length of each Student Teaching Placement (e.g., 6 weeks, 18 weeks, etc); (vi) calendar type (semesters or quarters); (vii) Required qualifications for Cooperating Teachers; and (viii) the minimum time commitment expected of each Participating Student Teacher, and (ix) the types and value of honorariums, gifts, tuition waivers, or other benefits, if any, that University will provide CPS Cooperating Teachers for their participation in the Program. It is understood and agreed that the Board has a unilateral right to modify the Questionnaire from time to time. The current version of the Questionnaire can be found at the following site:


It is understood and agreed that each year, the University shall give the CPS Student Teaching Coordinator written notice of any material change to the information it provided in response to the Questionnaire; and to the extent reasonably practicable, any such change shall not take effect for a minimum of 90 calendar days from the date notice of such change is received by the CPS Student Teaching Coordinator. Nothing herein shall limit the University’s authority to develop and modify its curricula in a manner that it deems to be appropriate and consistent with all applicable laws and regulations governing the education of teachers.

2.2 Objectives and Methods. The University shall establish educational objectives for its participation in the Program (hereinafter, “Objectives”), the methods to be employed for achieving those Objectives (hereinafter, “Methods”), and the criteria for evaluating the Objectives and determining whether the Methods are effective, all as set forth in the relevant accreditation reports and standard evaluation forms utilized by the University. If requested, the University shall provide a copy of the Objectives and Methods, and any formal changes made thereto, to the CPS Student Teaching Coordinator for review. These Objectives and Methods shall be memorialized in a dated writing, signed by an authorized representative of each party. This requirement for a signed and dated writing shall also apply to all formal changes to the Objectives and Methods, if any.

2.3 Nondiscrimination. The parties agree to comply with all applicable federal, state and local nondiscrimination, equal opportunity and affirmative action laws, orders and regulations, as amended from time to time. These include, but are not limited to the Civil Rights Act of 1964, 42 U.S.C.A. §2000a, et. seq., as amended; the Age Discrimination in Employment Act, 29 U.S.C.A. §621, et seq., §504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §701, et seq., the Equal Opportunities for Individuals with Disabilities Act, 42 U.S.C.A. Sec. 12101, et seq., the Illinois Human Rights Act, 775 ILCS 5/1-10, and the Chicago Human Rights Ordinance, MCC ch.2-160. The parties shall not fail or refuse to hire and shall not discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual’s race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability, or to limit, segregate, or
classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability.

2.4 Participating Student Teacher Status. University acknowledges and agrees that the Board classifies Participating Student Teachers as “unpaid volunteers” in the Chicago Public Schools while participating in the Program; and these Participating Student Teachers shall not replace the Board’s staff. Nothing in this Agreement shall be deemed to create an employer-employee relationship between a Participating Student Teacher and the Board. Participating Student Teachers are not entitled to any compensation or benefits, including but not limited to the payment of any taxes related to employment, workers’ compensation or unemployment insurance. Notwithstanding the foregoing, those Participating Student Teachers who are also Board or CPS employees may be entitled to compensation and/or benefits under certain circumstances pursuant to applicable Illinois law.

2.5 Stipends. The Board will not pay stipends to Participating Student Teachers.

3. THE PROGRAM AND CANCELLATION OF STUDENT TEACHER PLACEMENTS:

3.1 The Program - The Program contemplated under this Agreement is described in the Program Terms and Conditions ("Terms and Conditions") attached hereto and incorporated herein by reference as Exhibit A. Such Terms and Conditions enumerate the respective roles and responsibilities of the Board, University, and the Participating Student Teachers.

3.2 Cancellation of Student Teaching Placements - In addition to canceling a Student Teaching Placement for any other reason specified in this Agreement (including the attached Terms and Conditions), the parties hereto agree as follows:

It is understood and agreed that the Board shall have the right to immediately remove a Participating Student Teacher from the premises and refuse to allow the Participating Student Teacher to enter onto Board property in the future without prior notice to the University Liaison for any of the following:

i) any willful action on the part of the Participating Student which endangers or may endanger the safety and/or the emotional or physical welfare of a CPS student or employee or visitor;

ii) any criminal or drug offense conviction by the Participating Student Teacher and any other conviction that would preclude the Participating Student Teacher from receiving teacher certification in the state of Illinois or the state of the Participating Student Teacher’s University;

iii) any intentional damage to the Board’s property by the Participating Student Teacher.

iv) any illegal drug use by the Participating Student Teacher; and

v) any violation by the Participating Student Teacher of any of the rules and policies of the Board and its schools.
In the event that the Board elects to immediately remove a Participating Student Teacher from the premises and/or refuse to allow the Participating Student Teacher to enter onto Board property in the future, the Board shall notify the University Liaison of the action taken on the next business day following the event. The Board may thereafter terminate a Participating Student Teacher’s Placement after consulting with the University Liaison. It is understood and agreed that the Board’s decision shall be final and determinative.

It is further agreed that the Board may cancel the Student Teaching Placement of any Participating Student Teacher for any of the following reasons by prior written notice to the University Liaison, and following consultation between the University and the Board.

i) The health status of the Participating Student Teacher will prevent him or her from materially satisfying the Student Teacher performance requirements; or

ii) The failure of the Participating Student Teacher to comply with the provisions of HIPAA or the Illinois Student Records Act or FERPA; or

iii) The failure of the Participating Student Teacher to cure any material breach of the terms and conditions described in the Student Teacher Acknowledgement Form (within five (5) business days of the Participating Student Teacher’s receipt of written notice thereof from the Board. It is understood and agreed that these cure provisions shall not apply to any violations specified in the preceding paragraph (ii).

4. LIABILITY

4.1 Both parties agree that no member of either parties’ Board or its employees, agents, officers, directors, or officials shall be personally charged or personally liable by the other party, or by the parties’ subcontractors with any liability or expense under this Agreement.

4.2 Neither party is responsible for any property of a Participating Student Teacher that is lost, stolen or damaged on the premises of the Board or any of its schools.

4.3 Nothing in this Agreement shall be construed to waive University’s or the Board’s sovereign immunity, if any.

5. INSURANCE.

5.1 University hereby warrants and represents that it is insured or self-insured, and that it has and shall maintain during the term of this Agreement and any renewal thereof adequate coverage for all services being performed by University employees or Participating Student Teachers under this Agreement. If University is self-insured, coverage under such self-insurance shall be at least as broad as would ordinarily be maintained in a commercial insurance policy.

5.2 Board hereby warrants and represents that it is insured or self-insured, and that it has and shall maintain during the term of this Agreement and any renewal thereof adequate coverage for all activities being performed by CPS employees under this Agreement. If the Board is self-insured, coverage under such self-insurance shall be at least as broad as would ordinarily be maintained in a commercial insurance policy.

6. TERMINATION OF THE AGREEMENT
6.1 **Termination for Material Breach.** Either party may terminate this Agreement for the other party’s material breach if such material breach is not cured within ten (10) business days after receipt of notice given in accordance with the terms of this Agreement. Such written notice must specify the material breach. If the material breach cannot be reasonably cured within ten (10) business days after notice, the parties may agree upon an extension of time, but the granting of any such extension may be rescinded by the accusing party if the accused party fails to commence and continue diligent efforts to cure. Whether to declare the accused party in breach is within the sole discretion of the accusing party. Written notification of a decision by the accusing party to terminate this Agreement shall be provided in accordance with the provisions of this Agreement and shall be final upon the other party’s receipt of such notice. For the purposes of this Agreement, and in addition to the instances of material breach specified in Section 8 below, the failure by either party to substantially fulfill its performance obligations under this Agreement shall constitute a material breach.

6.2 Notwithstanding the provisions of Paragraphs 6.1 above, Participating Student Teachers placed in the Chicago Public Schools at the time the notice of termination is given, shall be allowed to complete their current placements unless their Placements are being terminated pursuant to Paragraph 3.2 herein above.

7. **NOTICES.** All notices required herein shall be in writing and shall be sent (a) via registered or certified mail return receipt requested, (b) by confirmed facsimile (followed by the actual document), (c) or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below, or to such other addresses as may be designated by a party in writing.

**IF TO THE BOARD:**

**Originals:**
- Board of Education of the City of Chicago
- Office of Human Capital
- Recruitment and Workforce Planning
- 125 South Clark Street - 2nd Floor
- Chicago, IL 60603
- Attn: Nancy Slavin

**Copy:**
- General Counsel
- The Chicago Board of Education
- Law Dept. - 7th Floor
- 125 South Clark Street
- Chicago, IL 60603
- Fax: 773/553-1701

**IF TO THE UNIVERSITY:**

(See Exhibit B)

8. **General Provisions:** It is understood and agreed that any failure by either party to comply with the provisions of Paragraphs 8.1, 8.2, 8.4, and 8.9 herein below shall constitute a Material Breach, subject to the provisions of Paragraph 6.2 herein above.

8.1 **Compliance with Laws.** Each party to this Agreement represents that it shall comply with all applicable laws, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Program. In particular, but not by way of limitation, no Party shall violate, or act or fail to act so as to cause another Party to violate the following as applicable: the State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.) and the Drug Free Workplace Act (30 ILCS 580/1 et seq.). Each party to this Agreement shall advise its employees and subcontractors (and University shall advise the Participating Student Teachers) of its obligations under this Paragraph. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.
and University shall advise its employees, independent contractors and the Participating Student Teachers that they are subject to the provisions contained herein.

In addition, University and the Board acknowledge that certain information concerning the Participating Student Teachers and CPS students, whether pre-existing or created by the Board, University, or the Participating Student Teachers, or others, is confidential by reason of University or Board policy, the Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g), hereinafter, “FERPA”), otherwise known as the Buckley Amendment, the Illinois Student Records Act, or the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"). In the event of conflicting terms or conditions between HIPAA and this Agreement, the provisions of HIPAA shall control. Both parties shall protect these records in accordance with FERPA, the Illinois Student Records Act, HIPAA, and University or Board policy, as applicable. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. The provisions of this Paragraph shall survive the expiration or termination of this Agreement; and University shall advise its employees, independent contractors and the Participating Student Teachers that they are subject to the provisions contained herein.

8.2 Ownership. The Board owns all records, reports, documents, deliverables and other materials containing its Confidential Information. In addition, all written reports, test protocols, progress notes, evaluations, attendance logs, service logs, records, documents, deliverables and other materials provided to, and not developed by Participating Student Teachers during the course of their student teaching experience, whether in electronic or hard copy format, shall at all times be and remain the property of the Board. Subject to the first sentence of this Section regarding the ownership of materials containing Confidential Information, the following materials are owned by the Participating Student Teacher: (a) personal notes or study materials, lesson plans, tests and quizzes developed by the Participating Student Teacher during his/her Student Teaching Placement, (b) any materials, test results or examinations that a Participating Student Teacher has prepared for his/her courses at the University or to satisfy any other academic requirement of the University; and (c) any notes or evaluations prepared by Field Instructors and/or the University Liaison with regard to a Participating Student Teacher’s experiences or performance in the Program.

Participating Student Teachers shall deliver all of the items designated in the preceding paragraph as belonging to the Board and any items otherwise belonging to their CPS Cooperating Teacher or the CPS School Program Coordinator upon request at any time. In addition to the foregoing, Participating Student Teachers shall deliver copies of CPS classroom materials developed by the Participating Student Teacher during his/her Student Teaching Placement to their CPS Cooperating Teachers or the CPS School Program Coordinator upon request at any time. In any event, Participating Student Teachers shall promptly deliver all of the foregoing items to their CPS Primary Cooperating Teacher upon the expiration or cancellation of their internship.

The provisions of this Paragraph shall survive the expiration or termination of this Agreement and University shall advise its employees, independent contractors and the Participating Student Teachers that they are subject to the provisions contained herein.

8.3 Choice of Law and Jurisdiction. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois. University irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois,
with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. If any action is brought by the University against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois. The provisions of this Paragraph shall survive the termination or expiration of this Agreement.

8.4 Confidential Information. During the term of this Agreement and during any renewal thereof, each party may receive or have access to certain information that is not generally known by others relating to the other party or to its staff, subcontractors, students or business, and which the other deems to be proprietary (hereinafter “Confidential Information”). Such Confidential Information shall include, but shall not be limited to any records, reports, or documents or deliverables prepared or generated as a result of this Agreement, technical data, trade secrets or know-how, research, software, Packets, designs, financial information, student, school or employee data, or other business information disclosed by the other party directly or indirectly, orally or in writing. Except where disclosure is required by law, each party shall:

a) Restrict disclosure of the Confidential Information solely to those Participating Student Teachers and those of its employees and subcontractors with a need to know, and shall not disclose such Confidential Information to third parties without the express permission of the other party; and

b) Advise employees, Participating Student Teachers and subcontractors who receive the Confidential Information of the obligation of confidentiality hereunder; and

c) Use and require employees, Participating Student Teachers and subcontractors to use the same degree of care to protect the Confidential Information as the receiving party employs with its own proprietary information.

d) Notwithstanding anything to the contrary in the above, neither party shall have any obligation to preserve the confidentiality of any Confidential Information provided by the other party, if such Confidential Information:

i) was previously known to such party free of any obligation to keep it confidential, or

ii) is or becomes publicly available by other than unauthorized disclosure, or

iii) is disclosed to third parties by the owner without restriction, or

iv) is received from a third party whose disclosure would not violate any confidentiality obligation.

If either party is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any Confidential Information which may be in the other party’s possession as a result of this Agreement, that party shall immediately give notice to the other party as specified in Section 7 herein below (Notice), with the understanding that the other party shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Neither party will be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency or as required by Local Public Records Act [50ILCS 205/1 et seq.], the Illinois Freedom of Information Act (5 ILCS 140/1) and/or comparable federal or state law, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. It is
further understood and agreed that the provisions of this Paragraph shall survive the expiration or termination of this Agreement; and University shall advise its employees, independent contractors and the Participating Student Teachers that they are subject to the provisions contained herein.

8.5 **Independent Contractors.** The relationship of each party to the other under this Agreement shall be that of an Independent Contractor while engaged in educational activities related to their Program. Participating Student Teachers shall not be considered agents or employees of the Board.

8.6 **Conflict of Interest.** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one-year period following expiration or other termination of their office.

8.7 **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and the each Party reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

8.8 **Ethics.** Each Party agrees to be bound by the provisions of its own Ethics Policy and Conflicts of Interest Policy.

8.9 **Inspector General.** Each Party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and shall have access to all information and personnel necessary to conduct those investigations to the extent provided by law.

8.10 **Unenforceability.** If any provision or part of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

8.11 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld if the assignment is in the context of a merger between a party and an affiliated entity of such party provided, however, that the obligations of such party under this Agreement shall not be extinguished or otherwise affected by any such assignment.

8.12 **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

8.13 **Entire Agreement and Amendment.** This Agreement, attachments, and incorporated references shall constitute the entire Agreement between the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement, and no extension
or waiver of this Agreement or any provision thereof shall be binding upon either the Board or the University unless reduced to writing and duly executed by both parties. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement, are of no force or effect.

8.14 **Right of Entry.** University and any of its officers, employees, subcontractors or agents, performing services hereunder shall be permitted to enter upon Board property in connection with the performance of the services, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. University shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. University shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement, if any.

8.15 **Approval.** This Agreement is subject to the approval of the Members of the Chicago Board of Education and to the extent required by law, by the Board of Trustees or other governing body of the University. The persons signing this Agreement represent and warrant that they have authority to bind their respective parties as of the date first set forth above.

8.16 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute but one instrument.

8.17 **Facsimiles.** This Agreement will be considered accepted once it has been executed by both parties. A signature delivered by facsimile or electronic means will be considered binding for both parties.

[This space is left blank intentionally.]
IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement for Student Teaching as of the Effective Date set forth at the beginning of this document.

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

By: ____________________________
    Mary B. Richardson-Lowry, President

Attest: __________________________
    Estela G. Beltran, Secretary

Date: ____________________________

Board Report #10-0728-ED4-47

Approved as to Legal Form:

_______________________________
Patrick J. Rocks, General Counsel

WESTERN ILLINOIS UNIVERSITY

By: ____________________________

Print Name: ______________________

Title: ____________________________

Date: ____________________________

EXHIBITS AND ATTACHMENTS

Exhibit A - Program Terms and Conditions
Exhibit B - University Notice Form
PROGRAM TERMS AND CONDITIONS

FOR THE CHICAGO PUBLIC SCHOOLS STUDENT TEACHER PROGRAM

WESTERN ILLINOIS UNIVERSITY

Term: ________________, 2010 until June 30, 2014

These Program Terms and Conditions shall be subject to the provisions contained in the Master Agreement for Student Teaching dated ________________, 2010 (the “Agreement”), by and between Western Illinois University (“University”) and The Board of Education of the City of Chicago, commonly known as The Chicago Public Schools (“the Board” or “CPS”). Defined terms used in this Exhibit A shall have the same meanings as those ascribed to such terms in the Agreement.

1. THE PROGRAM:

   The actual number of service hours required of a Participating Student Teacher shall be established by the University.

   It is understood and agreed that whenever possible, the Board shall give University sixty (60) days prior written notice of any material change to CPS forms referenced in this Exhibit A and copies thereof. It is further understood and agreed that University shall, whenever possible, give the Board sixty (60) days prior written notice of any material change to University forms referenced in this Exhibit A and any material change to the University’s student teaching arrangement as described in the second paragraph of Section 2 (B) herein below, and copies thereof.

2. PARTICIPATING UNIVERSITY RESPONSIBILITIES:

   A. Student Teaching Recruitment and Screening. For participation in the Student Teaching Program, University shall recruit and screen University students who wish to student teach in the Chicago Public Schools to determine that such students (i) meet both the Board’s and University’s student teaching requirements, (ii) have shown appropriate standards of performance, and (iii) exhibit promise for success as teachers.

      The Board’s student teaching requirements can be found in the Board’s Student Teacher and Pre-Service Teacher Enrollment Policy adopted April 26, 2006 (Board Report 06-0426-PO1), as such policy may be amended from time to time, and in the CPS Student Teaching Registration Packet found at

      http://www.cps-humanresources.org/STI/STPacket.pdf

      It is understood and agreed that the Board has the unilateral right to modify the documents contained it its Student Teaching Registration Packet from time to time.

   B. School Placement. The University shall only refer student teacher candidates to CPS who (i) are in good academic standing; (ii) have satisfactorily completed the prerequisite courses identified by the University; and (iii) have otherwise satisfied the University’s student teaching requirements and its requirements for participation in the Program.
University shall give such referrals to the CPS Student Teacher Coordinator for initial screening (e.g., background checks and TB tests) and approval. Student Teacher school placements are conducted at the school level.

The University shall provide to the CPS School Program Coordinator, the name and details of the Student Teaching arrangements for each student selected for the Program ("Participating Student Teacher"). Other than day-to-day communications carried out with the Participating Student Teacher during the course of his or her Student Teaching Placement, all other communications by the Board or the CPS School regarding the Participating Student Teacher’s performance under the Agreement and these Terms and Conditions shall be made through the University Liaison or through the Field Instructor (as such terms are hereinafter defined).

C. **Classroom Instruction.** University shall do the following: i) provide the basic preparation of the Participating Student Teachers through classroom instruction and practice; ii) provide the educational direction for the Program.

D. **Staffing and Responsibilities of the University Liaison and Field Instructor.** University shall designate a faculty or staff member to serve as the Participating Student Teacher’s Field Instructor (hereinafter, “University Field Instructor”) and an individual to serve as the Board and the CPS School’s primary administrative contact for the Program (hereinafter, “University Liaison”).

E. **University Liaison’s Responsibilities** - The University Liaison’s responsibilities include, but are not limited to the following:

i) **Application and Registration Process** - At the university level, oversee the student teaching application and registration process as set forth in the Chicago Public Schools Student Teaching Program Application ("Application") and CPS Student Teaching Registration Packet ("Registration Packet") and communicate with the CPS Student Teaching Coordinator to insure that the application and registration process proceeds as agreed upon by both parties. Specimen copies of the Application and Registration Packet are attached hereto and incorporated herein by reference as **Schedule 1**

ii) **Student Teacher Scheduling** – Work with the CPS Student Teaching Coordinator, the CPS School Program Coordinator, and the CPS Cooperating Teacher, as such terms are hereinafter defined, to schedule placements. At a minimum, the University Liaison shall provide the names of the Participating Student Teachers, their days and hours of availability, their levels of academic preparation, and the duration and dates of their individual Programs. The specifics of each Program shall be documented in writing and signed by the University Liaison and the CPS Student Teaching Coordinator or the CPS School Program Coordinator.

iii) **Communicate CPS Program Requirements and Student Teacher Responsibilities to Student Teacher Candidates and Participating Student Teachers.**

   a) Advise Student Teacher Candidates that they must comply with all CPS requirements appearing on the Student Teaching Website, the CPS Student Teaching Registration Packet, and any other CPS requirements regarding acceptance into the Program if University has been given written notice of such additional requirements.

b) Advise Student Teacher Candidates that they must accurately complete all forms required in the on-line Student Teaching Registration Packet and the on-line Student Teacher Application, and must submit all forms to the CPS on time. These forms include the CPS Student Teacher Acknowledgement Form.

c) Advise its Student Teacher Candidates that the CPS shall use the Candidates’ Applications as a screening tool.

d) Advise its Student Teacher Candidates that they must submit to a fingerprint based, criminal history records check as described in the Student Teaching Registration Packet found on the CPS Student Teaching Website, in accordance with the Illinois School Code [105 ILCS 5/34-18.5]; the Sex Offender and Child Murderer Community Notification Law (SORNA), 730 ILCS 152/101, et seq; the Child Murderer and Violent Offender Against Youth Registration Act, 730 ILCS 154/1, et seq. (Source: P.A. 94-945, eff. 6-27-06) (last updated March 4, 2010); and the Adam Walsh Child Protection and Safety Act of 2006, all as amended from time to time. Such complete records check (“Records Check”) consists of the following:

- Fingerprint-based checks criminal history records check,
- Check of the national sex offender registry through the FBI,
- Check of the Illinois Sex Offender Registry (IL-SOR) through the Illinois State Police (ISP), and
- Check of the Illinois Violent Offender Against Youth Registry.

Also advise its Student Teacher Candidates that they will be required to pay the Record Check fee as specified in the Application and Registration Packet.

e) Advise its Student Teacher Candidates that they must submit proof, as directed in the on-line Certification of Freedom from Tuberculosis Form, that they do not have tuberculosis, as evidenced by a TB test less than one year old, or a chest x-ray less than one year old. Also advise them that they are responsible for obtaining and paying for their own TB tests and/or chest x-rays.

f) Advise its Student Teacher Candidates that the CPS shall have the right to refuse to assign them to a placement if they fail to comply with the foregoing requirements on a timely basis or if the results of any Records Check or their TB test are unsatisfactory.

F. University Field Instructor Responsibilities - The University Field Instructor’s responsibilities include, but are not limited to the following:

i) Supervision - Supervise Participating Student Teacher;
ii) Consultation - Communicate with the CPS School regarding the Participating Student Teacher and the Program.

iii) Participating Student Teacher and Program Review - Review Participating Student Teachers’ performance and their progress toward meeting the University Program Objectives. From time to time, and as requested by a CPS Cooperating Teacher, or by the CPS Program Coordinator, or by a Participating Student Teacher, the Field Instructor shall make school site visits to observe the Participating Student Teacher.

iv) Corrective Action Plans - Work with the CPS School to create a Corrective Action Plan for any Participating Student Teacher they deem in need of corrective action as described in Paragraph 3(B)(ii) herein below and as consistent with the relevant accreditation reports and standard evaluation forms utilized by the University.; and

v) Communication - Establish and maintain on-going communication with CPS Cooperating Teachers and the CPS Student Teaching Program Coordinator regarding the Program. Such communication may include, but not be limited to, developing a description of the curriculum and relevant course outlines; discussing Board, University, and school policies; and discussing faculty and major changes to this information.

G. Evaluation Forms. University shall prepare one or more Performance Evaluation Forms (collectively, “Evaluation Forms”) that the CPS Cooperating Teachers will use to evaluate their assigned Participating Student Teachers. University shall be responsible for transmitting the approved Evaluation Forms to the CPS Cooperating Teachers and for explaining how it should be used. Upon request, University shall give the CPS School Program Coordinator specimen copies of the Evaluation Forms and any updates thereto.

H. Participating Student Teacher. University acknowledges and agrees that the Participating Student Teacher must sign the forms included in the CPS Student Teaching Registration Packet, as such forms may be revised by the Board from time to time, before receiving a Student Teaching Placement at a CPS School as part of the Program.

At its option, CPS will include the Student Teacher Acknowledgement Form in either the Board’s Application or Registration Packet which will be provided to Student Teacher Candidates, or it will include the Student Teacher Acknowledgement Form in the on-line Student Teaching Registration Packet.

University shall ensure that Participating Student Teachers comply with the Board’s Student Teaching and Pre-Service Teacher Enrollment Policy (06-0426-PO1), dated April 26, 2006, as such policy may be amended by the Board from time to time. A copy of the current policy is found on the CPS website using the following link: http://policy.cps.k12.il.us/Policies.aspx

3. BOARD RESPONSIBILITIES:

A. Staffing.

i) CPS Student Teaching Program Coordinator – The HR Office of CPS will designate a CPS Student Teaching Program Coordinator to oversee the student teaching application and registration process. This person will communicate with
each University Liaison to develop procedures for having student teachers complete the application and registration process.

ii) **CPS School Program Coordinator** – Each CPS School participating in the Program shall designate a liaison (hereinafter, “CPS School Program Coordinator”) to oversee the operation of the Program and be the University’s primary contact regarding the operation of the Program in that school.

iii) **CPS Cooperating Teachers** - Each CPS School shall assign a qualified member of its staff to serve as the cooperating teacher (hereinafter, “CPS Cooperating Teacher”) for each Participating Student Teacher. Upon mutual agreement of the parties, the CPS school may assign additional, qualified members of its staff to assist the CPS Cooperating Teacher in instructing and supervising Participating Student Teachers. If the University objects to the Board’s assignment of a CPS staff members to instruct and supervise a Participating Student Teacher, the University Field Instructor should discuss any such objection with the CPS School Program Coordinator and an attempt will be made to change the CPS staff member assignment if the CPS School Program Coordinator believes that the objection is well founded.

iv) **Changes in CPS Cooperating Teacher Assignments.** If the University wishes the CPS school to change the assignment of a Participating Student Teacher to a particular CPS Cooperating Teacher or school, the University shall give the CPS School Program Coordinator a written request for such reassignment that includes the reasons for such request and shall discuss such request with the CPS School Program Coordinator. The CPS School Program Coordinator and the University Liaison shall cooperate in reaching a mutually acceptable resolution. Such cooperation may include, but shall not be limited to consulting with other CPS personnel, as appropriate. If the CPS School Program Coordinator and the University Liaison consider the request for reassignment to be reasonable, the CPS School Program Coordinator shall use reasonable efforts to assign the Participating Student Teacher to a different CPS Cooperating Teacher or school. Notwithstanding the foregoing, University acknowledges and agrees that the CPS School Program Coordinator cannot guarantee that a reassignment will be possible.

**B. Participating Student Teacher Instruction and Supervision**

i) **Educational Services.** The CPS School shall at all times remain responsible for educational services being provided to CPS students. Any direct contact between a Participating Student Teacher and a CPS student shall be under the proximate supervision of the Participating Student Teacher’s assigned CPS Cooperating Teacher or another member of the CPS staff as described in the following paragraph. The type and quantity of direct educational services to be provided by Participating Student Teacher to CPS students shall be discussed by the Principal of the CPS School and the University Liaison, but the decision of the Principal of the CPS School shall be final.

ii) **CPS Cooperating Teacher Responsibilities** - CPS Cooperating Teachers shall do the following:

a) Instruct and supervise their assigned Participating Student Teacher.
b) Hold regular conferences with the Participating Student Teacher as required by the University’s Program.

c) Promptly advise the CPS School Program Coordinator and the University Liaison if a Participating Student Teacher endangers or appears to endanger the safety and/or the emotional or physical welfare of any CPS student, employee, or visitor.

d) Promptly advise the CPS School Program Coordinator and the University Liaison of any serious Participating Student Teacher performance issue that could negatively impact the Participating Student Teacher’s ability to achieve the Objectives of the University’s Program, if the University Liaison has given the CPS Cooperating Teacher a written copy of those Objectives and examples of what performance issues would be considered to be ‘serious’. If the CPS School Program Coordinator determines that the Participating Student Teacher is not endangering the safety or the emotional or physical welfare of any CPS student, employee, or visitor, the CPS Cooperating Teacher shall work with the CPS School Program Coordinator and the University Field Instructor to develop a mutually acceptable corrective action plan (hereinafter, “Corrective Action Plan”); and the CPS Cooperating Teacher shall work with the University Field Instructor and the Participating Student Teacher to implement that Corrective Action Plan. The Corrective Action Plan shall be prepared in the first instance by the University Field Instructor and shall be consistent with the relevant accreditation reports and standard evaluation forms utilized by the University.

It is understood and agreed that the University Field Instructor has primary responsibility for implementing the Corrective Action Plan. Moreover, if the CPS School Program Coordinator determines that the Corrective Action Plan places unreasonable expectations on the CPS Cooperating Teacher, neither the Board nor the CPS Cooperating Teacher shall be obligated to participate in the Corrective Action Plan.

c. Performance Evaluations Prepare formal written performance evaluations for each assigned Participating Student Teacher during the semester of the Participating Student Teacher’s Student Teaching Placement using Evaluation Forms provided by University in accordance with the provisions of Paragraph 2 (D) above; and submit these evaluations to the University Field Instructor. The CPS Cooperating Teacher may retain copies of the completed Evaluation Forms.

C. Participating Student Teacher’s Screening - Subject to the provisions found in the CPS Student Teaching Website, the Board agrees to conduct Records Checks of Student Teacher Candidates, as required by Illinois law, and to promptly inform the University Liaison of any results from such inquiries that would disqualify a Student Teacher candidate from participation in the Program.

D. CPS Program Support – The CPS Participating School shall support the Program by doing the following:
i) Giving the CPS Cooperating Teacher time to plan and implement the Program and attend relevant meetings and conferences at the University.

ii) Providing the physical facilities and equipment reasonably necessary to conduct the Program.

iii) Advising the University Liaison of any changes in CPS personnel, operations, or policies that may affect the Program or an individual Student Teaching Placement.

iv) Giving Participating Student Teachers reasonable access to the school’s library facilities and reasonable study and storage space, when available.

v) Giving Participating Student Teachers a copy of the relevant CPS rules, regulations and policies with which the Participating Student Teachers must comply.

4. PARTICIPATING STUDENT TEACHER RESPONSIBILITIES

The University shall notify Participating Student Teachers prior to their arrival at their assigned CPS School of their responsibilities as stated in this Section 4 and in the Student Teaching Registration Packet found on the CPS Student Teaching Website.

A. Participating Student Teachers must provide their own transportation to and from the Board and their assigned CPS School.

B. Participating Student Teachers must carry personal identification and wear any Board-supplied identification at all times when they are on CPS property.

C. Participating Student Teachers must take all reasonable steps to maintain health insurance coverage during their Program and must comply with all health, TB testing, background checking, and immunization requirements of the Board.

D. Participating Student Teachers must adhere to their assigned schedules and, as directed by their CPS Cooperating Teacher and their University Field Instructor, Participating Student Teachers must notify CPS and University if they will be absent or if they require any schedule changes.

E. Participating Student Teachers must attend and participate in administrative meetings and professional development opportunities as directed by the CPS School Program Coordinator or her designee. Participating Student Teachers must attend and participate in administrative meetings and professional development opportunities as directed by the CPS School Program Coordinator or her designee, unless such administrative meetings and professional development opportunities conflict with mandatory university-related meetings or events. It is understood and agreed that these activities shall occur during the Participating Student Teachers’ regularly scheduled time at the school.

F. In addition to their obligation to comply with the provisions of FERPA, HIPAA, and the Illinois Student Records Act, as specified in Section 8.1 of the Agreement, Participating Student Teachers must comply with the following CPS requirements regarding any research involving CPS students or staff, and/or the publication of research materials based on their Student Teaching Placements or interactions with CPS students and staff.

i) The Participating Student must give his/her CPS Cooperating Teacher, for
their written approval, (a) a written description of the proposed research; (b) a written description of how the Participating Student Teacher will plan to protect and maintain the privacy of students and participants in the study; and (c) samples of the notices and consents that the Participating Student plans to use for obtaining written consent from the parents of student research participants who are under the age of 18 and the consent of research participants who are 18 years of age or older.

ii) After the Cooperating Teacher has approved the proposed research project and the notice and consent documents in writing, the Participating Student must comply with the CPS Research Study and Data Policy adopted on November 14, 2007, as may be amended from time to time.

It is understand and Agreed that the Participating Student Teacher may not begin any research activities or obtain data for research purposes without the prior written consent of his/her Cooperating Teacher and the prior written consent of the Chief Officer of the Office of Performance or such person’s designee.

iii. When the research study is completed, the Participating Student Teacher must timely provide a copy of the final research results and any articles published within one (1) year of the conclusion of his/her Placement, to the CPS School Program Coordinator upon request. The Board shall have the right to use the information in the research report and the research findings for educational programming or services, planning, solicitation of grants, staff development, and any other non-commercial purposes to improve instruction or services to students of the Chicago Public Schools.

Under no circumstances shall a Participating Student Teacher identify any CPS student or Board employee or subcontractor by name in a case study or in any published research unless prior written consent has been obtained from each of the subjects or their parents or guardians, as applicable, in accordance with the provisions of this Section F.

G. Participating Student Teachers must maintain confidentiality with respect to Board employees, subcontractors, CPS students, the Board’s business operations, and/or trade secrets; and must comply with any and all State and Federal laws, including but not limited to the Illinois Student Records Act, the Family Education Rights and Privacy Act of 1974, otherwise known as the Buckley Amendment or FERPA, and the Health Insurance Portability and Accountability Act (HIPAA), and Board Policies and Rules that relate to Participating Student Teacher activities and conduct under the Program.

H. Participating Student Teachers must not transport any CPS student by car or otherwise, under any circumstances.

I. In the event of an emergency school closing, Participating Student Teachers must handle such closings in the same manner as the teaching faculty. Should a work stoppage by the teaching faculty occur, Participating Student Teachers should contact their University Liaison for further guidance and instruction.

J. Participating Student Teachers must following the administrative policies, standards, and practices of the Board and their assigned School site, as such policies, standards and practices may be revised by the Board and/or the School from time to time.
K. Participating Student Teachers must report to their assigned CPS School site on time and follow all established regulations during the regularly scheduled operating hours of the CPS school.
Exhibit B of the Master Agreement for Student Teaching

UNIVERSITY NOTICE FORM
WESTERN ILLINOIS UNIVERSITY

Originals:                          Copy:

Western Illinois University
School of Education
91 Horrabin Hall
Macomb, IL 61455

Attention: Jacqlin Richmond

Phone: 309-298-1281
Fax: ________________
E-Mail: 