

## AFFILIATION AGREEMENT CONCERNING PLACEMENT OF UNIVERSITY/COLLEGE STUDENTS

This Agreement is entered into in accordance with I.C. §20-26-5-23 by and between Oldham County Schools, a school corporation ("School Corporation") and The Trustees of Indiana University on behalf of its campuses located throughout the State of Indiana, an institution of higher education recognized by the Indiana State Board of Education to prepare educators to meet requirements for licensure (511 IAC 13-1-1 Sec. 1 (a)) ("University"), and sets out the respective rights and responsibilities of the School Corporation and the University with regard to any University student who is assigned as a Clinical Practice Teacher, Clinical Experience Student or Clinical Observation Student, as those terms are defined below, in the School Corporation.

### 1. DEFINITIONS.

- **"Clinical Practice Teacher"** shall mean a student enrolled at and assigned by the University to teach in the School Corporation, as part of his/her preparation for entering the teaching profession.
- **"Clinical Experience Student"** shall mean a student enrolled at and assigned by the University to teach for a clinical experience assignment in the School Corporation as part of his/her preparation for entering the teaching profession.
- **"Clinical Observation Student"** shall mean a student enrolled, usually at the pre-student teaching level, at and assigned by the University to clinical experiences in the School Corporation involving a less-than-full responsibility for instruction or instruction-related activities. Terms such as observer, tutor, teacher aide, teaching assistant, etc., characterize various types of Participants.
- **"P-12 Clinical Educator"** shall mean a teacher in the School Corporation to whom the Clinical Practice Teacher or Clinical Experience/ Observation Student is assigned and who directs the work or the activity of the student while he/she is in the School Corporation. Only P-12 Clinical Educators who hold the Professional or Proficient License or its equivalent, and who has been rated as either highly effective or effective on the teacher's latest annual performance evaluation under IC 20-28-11.5 are eligible to serve as P-12 Clinical Educators.
- **"P-12 Clinical Experience Educator"** shall mean a teacher in the School Corporation to whom a Participant or group of Participants are assigned for practicum teaching experiences.
- **"P-12 Academic Educator"** shall mean the University official who is in charge of the course of study or specific experience for which the student assigned to the School Corporation.

2. REPRESENTATIVES.

- a. The University shall, with regard to placement, assignment, and change or termination of assignment of Clinical Practice Teachers, Clinical Experience Students, and Clinical Observation Students, be represented by a "Coordinator of Clinical Practice or Clinical Experience Advisor."
- b. The University shall, with respect to conduct of Clinical Practice Teachers, Clinical Experience Students, and Clinical Observation Students, be represented by a P12 Academic Educator, or Clinical Placement Advisor, or Course Instructor.
- c. The School Corporation shall be represented by its Superintendent or by such other Administrative Personnel as he/she shall designate.
- d. Each party shall provide timely notice to the other party as to the name, mailing and e-mail address, and telephone number of the contacts referenced above.

3. PLACEMENT OF CLINICAL PRACTICE TEACHERS, CLINICAL EXPERIENCE STUDENTS, AND CLINICAL OBSERVATION STUDENTS.

- a. The placement process shall be a cooperative venture involving both the University and the School Corporation.
- b. The University shall initiate the placement of a Clinical Practice or Clinical Experience Student by filing an application for each proposed assignment setting out the background of the student and the type of assignment appropriate. The request may be accompanied by suggested names of teachers of the School Corporation, who would be recommended by the University as a P12 Clinical Educator. The final assignment of Clinical Practice Students and Clinical Field Students shall be made by the School Corporation after consultation with the P12 Clinical Educator and Principal under whom the assignment will be completed.
- c. The University may request placement of Clinical Practice/Experience Students for either an individual student or a group of students. The request will identify the particular student, or a composite description of the group of students to be placed in terms of background, the type of assignment requested, objectives of the assignment, and activities suggested as appropriate to the requested assignment.

4. CALENDAR.

Clinical Practice Teachers and/or Clinical Experience Students will follow the calendar of the School Corporation and the daily schedule of the individual school in

which the experience is taking place. Clinical Practice Students, Clinical Experience Students, and Clinical Observation Students for Clinical/Observation experiences will follow the calendar of the University and the School Corporation, including the daily schedule of the individual school in which the experience is taking place. Any proposed deviation must be approved in advance by the P12 Clinical Educator, the Principal (if applicable), and the P12 Academic Educator.

5. PROFESSIONAL STANDARDS.

Clinical Practice Teachers, Clinical Experience Students, and Clinical Observation Students will be advised that they are required to conform to standards of professional decorum that are consistent with prevailing standards in the school community and the education profession as a condition of the placement and its continuation.

6. CRIMINAL BACKGROUND CHECKS AND COMPLIANCE WITH ZACHARY'S LAW.

Nothing in this Agreement is intended to or shall be construed to relieve the School Corporation of its statutory responsibility to obtain criminal background checks or to comply with the requirements of Zachary's Law. However, University shall assist the School Corporation as follows:

a. Criminal Background Check

1. University shall advise its students that they will be required to obtain and submit to the School Corporation a criminal history check, sex offender registry, and Child Protection Index or Child Protective Services Check conducted according to the policy of the School Corporation.
2. The School Corporation shall provide students the appropriate forms for the criminal background check.
3. All costs associated with the completion of the criminal history background check are the responsibility of the Clinical Practice Teachers, Clinical Experience Student, and/or Clinical Observation Student.
4. The Licensing/Clinical Placement Advisor shall advise students that persons who have been convicted of a felony that does not result in their inclusion on the Indiana Sex and Violent Offenders Registry may not, in the long term, be eligible for a license to teach in the State of Indiana or, in the immediate term, be accepted for placement in an Indiana school corporation.

b. Zachary's Law

1. The Licensing/Clinical Placement Advisor shall advise students that persons who have been convicted of a felony that results in their inclusion on the Indiana Sex and Violent Offenders Registry shall not, in the long term, be eligible for a license to teach or to hold a teaching position in the State of Indiana and, in the immediate term, be accepted for placement in an Indiana school corporation.
2. The Licensing/Clinical Placement Advisor shall immediately notify the School Corporation and/or the School Corporation shall immediately notify the University and shall terminate its activities with regard to placing a prospective Clinical Practice Teacher, Clinical Experience Student, and/ or Clinical Observation Student or shall offer its assistance in removing a currently placed Clinical Practice Teacher, Clinical Experience Student, and/ or Clinical Observation Student from the placement if the Clinical Placement Advisor and P12 Academic Educator learns that a Clinical Practice Teacher, Clinical Experience Student, and/ or Clinical Observation Student is on the Indiana Sex and Violent Offenders Registry.

7. NON-DISCRIMINATION.

Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of age, color, disability, ethnicity, sex, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sexual orientation, or veteran status.

School Corporation agrees that it is School Corporation's duty to investigate all complaints of sexual misconduct related to the field experience at School Corporation, to report to University receipt of any complaint involving a School Corporation student or employee, and to cooperate with University on any appropriate measures the parties deem necessary.

8. CLINICAL PRACTICE TEACHERS, CLINICAL EXPERIENCE STUDENT, AND CLINICAL OBSERVATION STUDENT SUPERVISION.

Students shall be subject to the rules and regulations of the School Corporation and under the direction and control of the P-12 Clinical Educator or P-12 Clinical Experience Educator, Principal, and other administrative personnel while they are on the premises of the School Corporation or acting on behalf of the School Corporation in locations other than the premises. The following points have specific reference to the various types of supervisory responsibility:

- a. The P-12 Clinical Educator or P-12 Clinical Experience Educator shall not leave the classroom with the Clinical Practice Teacher, Clinical Experience Student or Clinical Observation in charge of the class.
- b. Students who are not licensed shall not be used as a substitute for their P-12 Clinical Educator, P-12 Clinical Field Educator or for any other licensed personnel.
- c. Students, with the exception of certain emergency license permit holders, may not be compensated for any responsibilities that constitute all or a part of the required clinical practice, experiences, or observation placements.
- e. P-12 Clinical Educators/P-12 Clinical Experience Teachers shall file such records as are prescribed by the University.
- f. The P-12 Clinical Educator, Coordinator of Clinical Practice and Clinical Placement Advisor, and/ or other designated representatives of the University shall have access, at all reasonable times, to visit the classroom(s) to which the student is assigned for the purpose of observation and supervision.
- g. In the event that the school to which a student is assigned is subject to jurisdictional dispute between a teacher association and the School Corporation, the student will occupy a position of neutrality, which means:
  - 1. The student will immediately report any such dispute to his/her P-12 Academic Educator or Course Instructor and the Coordinator of Clinical Practice and Clinical Placement Advisor and be guided by his/her instructions.
  - 2. The student will not report to the assigned school, until such time as, directed by the P-12 Academic Educator, Coordinator of Clinical Practice and Clinical Placement Advisor and/ or Course Instructor.
  - 3. The student will not by, any overt action render support to either party to the dispute.
- h. In addition to visiting the classroom(s) to which the student is assigned for Clinical Practice/Experience, students shall be allowed to video and/or audio record and submit to the P-12 Academic Educator short recordings of lessons, small group activities, or other student interactions in order to fulfill Clinical Practice assessments required by the University.

9. TERMINATION OR CHANGE OF ASSIGNMENTS AND PROJECTS.

Either the School Corporation or the P-12 Academic Educator/University may, at any time, change or terminate the assignment of any Clinical Practice Teacher, Clinical Experience Student, or Clinical Observation Student or any cooperatively developed project which involves clinical experience students. However, before either change or termination, all parties shall make reasonable efforts to consult with each other.

10. STATUS OF CLINICAL PRACTICE TEACHERS, CLINICAL EXPERIENCE STUDENTS, AND CLINICAL OBSERVATION STUDENTS.

- a. The School Corporation shall provide Clinical Practice Teacher, Clinical Experience Students and Clinical Observation Students the same protection against liability arising in connection with their assignments in the School Corporation as provided for members of the School Corporation's permanent faculty. The parties acknowledge and agree that students are not employees of either the University or the School Corporation.
- b. School Corporation retains primary responsibility for the educational experience of its pupils and for the orderly conduct of its school. Clinical Practice Teacher, Clinical Experience Students and Clinical Observation Students shall be under the direction and control of the School Corporation as represented by P-12 Clinical Educator, P-12 Clinical Experience Educator, Principal, and other administrative personnel while they are on the premises of the School Corporation or acting on behalf of the School Corporation in locations other than the premises.

11. HONORARIUM/RECOGNITION.

- a. The University shall pay an honorarium for consulting services directly to the P-12 Clinical Educator for participating in the Clinical Practice Program.
- b. The Licensing and Clinical Placement Advisor shall issue a letter verifying Professional Growth Points (PGPs) toward licensure renewal for P-12 Clinical Experience Educator and Clinical Practice Teachers in accordance with guidelines provided by the Indiana Department of Education (IDOE).
- b. If the sum paid by the University should ever be lawfully determined to be a wage rather than an honorarium by an instrumentality of the United States, then the University, for purposes of Social Security and tax withholding only, shall be deemed to have been the P-12 Clinical Educator's part-time employer.

12. TERM.

The term of this Agreement shall be for a period of four years, beginning on **03/06/2024**. This Agreement may be terminated either by the School Corporation

or the University by giving the other party thirty (30) days prior written notice. Any student already placed shall be allowed to finish.

13. NOTICES.

All notices shall be properly given as to the School Corporation, to the Superintendent or that person's designated representative and, as to the University, to the Director of Student Teaching and Clinical Practice.

**SCHOOL CORPORATION:**

**UNIVERSITY:**

BY: Jason Radford Electronically signed by: Jason Radford  
Date: May 16, 2024 14:15 EDT  
(Signature)

BY: \_\_\_\_\_  
(Signature)

Jason Radford  
(Printed name)

Dr. Faye Camahalan  
(Printed Name)

Superintendent  
(Title)

Dean, IU Southeast School of Education  
(Title)

May 16, 2024  
(Date)

\_\_\_\_\_  
(Date)

BY: \_\_\_\_\_  
(Signature)

Thomas P. Gannon  
(Printed Name)

Deputy General Counsel  
(Title)

\_\_\_\_\_  
(Date)

**IC 20-26-5-23      Authorization to enter into agreements concerning student teacher training**

Sec. 23. Public school corporations may enter into agreements with postsecondary educational institutions to provide teaching experience for students of the institutions preparing for the educational profession and for the services of persons working jointly for the school corporation and an institution.

[Pre-2005 Elementary and Secondary Education Recodification Citation: 20-5-10-1.]

*As added by P.L.1-2005, SEC.10. Amended by P.L.2-2007, SEC.210.*

**IC 20-26-5-24      Contents of student teacher training agreement**

Sec. 24. (a) An agreement under section 23 of this chapter must set out the responsibilities and rights of the public school corporations, the institutions, and the students or persons who supervise the students and who are working jointly for a school corporation and an institution.

(b) An agreement must contain:

- (1) a provision for the payment of an honorarium for consulting services by the postsecondary educational institution directly to the supervisor;
- (2) a provision that, if the sum paid by the institution to the supervisor should ever be lawfully determined to be a wage rather than an honorarium by an instrumentality of the United States, then the postsecondary educational institution shall be considered under the agreement to be the supervisor's part-time employer; and
- (3) a provision requiring a student to be supervised by a certificated employee who has been rated as either highly effective or effective on the certificated employee's latest annual performance evaluation under IC 20-28-11.5.

(c) The provision required by subsection (b)(3) must be included in an agreement entered into or renewed under this chapter after June 30, 2015. Public school corporations and postsecondary educational institutions shall revise agreements in effect on July 1, 2015, to include the provisions required by subsection (b).

[Pre-2005 Elementary and Secondary Education Recodification Citation: 20-5-10-2.]

*As added by P.L.1-2005, SEC.10. Amended by P.L.2-2007, SEC.211; P.L.37-2015, SEC.1; P.L.233-2015, SEC.103; P.L.118-2016, SEC.8*