

# TEACHER EDUCATION COOPERATION AGREEMENT

THE UNIVERSITY OF MOUNT UNION

AND BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

This Teacher Education Cooperation Agreement (“Agreement”) is made and entered into, effective the

2

Day of

APRIL

2025

between The University of Mount Union (hereinafter referred to as UNIVERSITY), including its School of Education, an Educator Preparation Program (hereinafter referred to as “EPP”) and

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

(hereinafter also referred to as “SCHOOL” “DISTRICT,” or LEA) (EPP and SCHOOL/DISTRICT/LEA jointly referred to as “PARTIES,” and individually as “PARTY”).

## SECTION 1: RECITALS

The PARTIES acknowledge that it would be in their mutual benefit and to the benefit of the communities which they serve to join in mutual cooperation in order to promote and develop the highest possible standards of teacher education candidates now and in the future, to develop excellence in education, and to provide maximum utilization of community resources; and

The PARTIES further acknowledge that one way this objective can be accomplished is through a program of placing teacher education candidates into the classroom for the purpose of participating in preclinical and/or clinical practice (student teaching) and other field-based experiences as required by, but not necessarily limited to, the *Standards for Universities or Universities Preparing Teachers*, as promulgated by the State Board of Education (hereinafter referred to as “PROGRAM”).

## SECTION II: DEFINITIONS

The following defined terms are used throughout this cooperation agreement. PARTIES acknowledge that in the event of any conflict between definitions in state law and in this cooperation agreement, state law will take precedence and supersede those contained in this agreement.

- A. **Facility** – a physical, virtual, or hybrid learning environment in which students enrolled in any grade between pre-kindergarten and grade 12 receive standards-based instruction delivered by an educator who is professionally licensed by Ohio’s State Board of Education.
- B. **Candidate** – an individual enrolled in EPP courses who is exploring or pursuing training that leads to resident educator licensure or alternative resident educator licensure.
- C. **Mentor** – an individual employed by the SCHOOL/DISTRICT/LEA who holds a bachelor’s degree and professional licensure as defined by the State Board of Education of Ohio, and who hosts and

supervises a candidate for field observation, practicum experience, preclinical experience, or clinical experience.

- D. **University Supervisor** – an experienced educator employed by the EPP to develop, support, and assess a preclinical or clinical candidate’s professional dispositions, knowledge, skills, performance, and readiness for resident educator licensure.
- E. **Clinical Substitute** – a candidate who has excelled in their coursework and who has demonstrated advanced readiness for autonomy in the classroom upon completion of the preclinical experience. Through mutual agreement of the EPP and SCHOOL/DISTRICT/LEA, the candidate will complete clinical practice while simultaneously earning compensation for serving as a long-term substitute in the SCHOOL/DISTRICT/LEA. [See Addendum]
- F. **SCHOOL/DISTRICT/LEA Placement Coordinator** – an individual employed by the SCHOOL/DISTRICT/LEA who collaborates with the Coordinator of P-12 Partnerships to find placements for the EPP’s observation, practicum, preclinical, and clinical candidates.
- G. **Coordinator of P-12 Partnerships** – an individual employed by the EPP who collaborates with the SCHOOL/DISTRICT/LEA Placement Coordinator to find placements for the EPP’s observation, practicum, preclinical, and clinical candidates; addresses candidate dispositional and performance concerns when needed.
- H. **Field Observation** – 15-to-20-hour placement of a first year PROGRAM candidate in a SCHOOL/DISTRICT/LEA setting to observe a mentor as they (1) instruct, assess, and interact with students, (2) manage the learning environment, and (3) interact with professional peers.
- I. **Practicum Experience** – 25-to-50-hour placement of a second or third year PROGRAM candidate in a SCHOOL/DISTRICT/LEA setting to collaborate with a mentor to (1) plan, instruct, and/or assess students, (2) manage the learning environment, and (3) interact with professional peers.
- J. **Preclinical Experience** – 100-to-150-hour placement of a final year PROGRAM candidate in a SCHOOL/DISTRICT/LEA setting with close supervision by a mentor and university supervisor to (1) plan, instruct, and/or assess students, (2) manage the learning environment, and (3) interact with professional peers.
- K. **Clinical Experience** – 16-week placement of a final year PROGRAM candidate who has successfully completed preclinical experience; with guidance from a mentor and university supervisor, candidate assumes all duties and responsibilities of the mentor teacher.
- L. **Pre-Service Teacher Permit** - Candidates enrolled in a PROGRAM course are required to obtain the 3-Year Pre-Service Teacher Permit (or equivalent) from Ohio’s State Board of Education.

### **SECTION III: AGREEMENTS of PARTIES**

To accomplish the objectives set forth in the Recitals herein above, the PARTIES hereby agree as follows:

- A. Each PARTY shall at all times retain its own autonomy as a separate institution. The services and duties to be performed by the EPP and SCHOOL/DISTRICT/LEA shall be performed in the capacity as an independent contractor and not as an employee, agent, partner, joint venturer, or in any other capacity other than as an independent contractor of the other PARTY.

**B. The EPP agrees:**

- 1) Administrators and faculty members of the EPP who are responsible for candidates shall provide appropriate instruction and supervision to effect continuous growth on the part of the candidates and to help ensure that the candidates perform in a manner that is consistent with professional and ethical standards required of licensed educators within the State of Ohio.
- 2) To provide candidates for participation in the PROGRAM at the SCHOOL/DISTRICT/LEA in such numbers and at such times as shall mutually be agreed upon between the PARTIES. The EPP shall make candidates aware that the relationship created between the candidates and the SCHOOL/DISTRICT/LEA is pursuant to this agreement between the EPP and SCHOOL/DISTRICT/LEA and does not create an employer-employee relationship.
- 3) To provide the SCHOOL/DISTRICT/LEA's mentoring teachers with the materials and other information reasonably necessary to understand the EPP's guidelines for evaluating candidates and the procedures for effecting mutually agreed-upon revisions to the EPP's expectations and requirements for its candidates.
- 4) To provide mentors with guidelines mutually agreed upon between the EPP and SCHOOL/DISTRICT/LEA regarding the standards for candidate performance in specific areas including, but not limited to, classroom management, lesson planning, instruction, student assessment, and the analytical and technical skills of teaching.

**C. SCHOOL/DISTRICT/LEA agrees:**

- 1) To provide licensed faculty on site to supervise candidates.
- 2) To retain responsibility for all aspects of instruction of the SCHOOL/DISTRICT/LEA's students by candidates, pursuant to the EPP's expectations and PROGRAM requirements.
- 3) To assign qualified mentors, provide services, and assume the roles and responsibilities that are specified in the PROGRAM's Field Handbook for Pre-Service Educators and the definitions herein.
- 4) To verify that SCHOOL/DISTRICT/LEA teachers serving as mentors to candidates pursuing P-5, P-8, 4-9, and intervention licensure have training in literacy instruction strategies aligned to the science of reading; that the SCHOOL/DISTRICT/LEA uses instructional materials aligned to the science of reading from the list established under section 3313.6028 of the Ohio Revised

Code; and that the SCHOOL/DISTRICT/LEA has actively implemented a structured literacy approach.

- 5) To ensure that the SCHOOL/DISTRICT/LEA provides time for preclinical and clinical mentors to meet individually with the EPP's university supervisors.
- 6) To communicate significant concerns about candidates to the EPP's Coordinator of P-12 Partnerships and, where applicable, the university supervisor as soon as those concerns present themselves.
- 7) To adhere to the EPP's decision guidelines and recommendations for using PROGRAM candidates as paid or unpaid substitute teachers or paraprofessionals.

**D. SCHOOL/DISTRICT/LEA and EPP mutually agree:**

- 1) That neither the EPP nor the SCHOOL/DISTRICT/LEA shall discriminate against any candidate or employee of the EPP on the basis of race, religion, sex, creed, age, national origin, ancestry, or disability during the term of this Agreement.
- 2) That both the EPP and the SCHOOL/DISTRICT/LEA shall comply with all accreditation policies of the State of Ohio or any other applicable accreditation institution or organization.
- 3) To use best efforts to ensure that each candidate participates in as broad a variety of educator experiences as can be reasonably provided by the SCHOOL/DISTRICT/LEA.
- 4) That the instructional experience shall conform to the requirements as mutually agreed upon between the EPP and SCHOOL/DISTRICT/LEA and shall be conducted at the facility assigned by the SCHOOL/DISTRICT/LEA.
- 5) EPP and SCHOOL/DISTRICT/LEA shall, within a reasonable period of time in advance of the institution of such, advise each other of any anticipated changes in institutional policies and procedures that may affect the PROGRAM. If at any time during the term of this Agreement either PARTY determines that such proposed changes in institutional policies and procedures may negatively impact or threaten the continuation of the PROGRAM and this Agreement, that PARTY shall immediately notify the other PARTY of its position, and the PARTIES shall make every reasonable effort to arrive at an amicable agreement concerning such proposed changes.
- 6) That from time to time, the PARTIES shall meet and review the Agreement and the PROGRAM to discuss any possible modifications that may be necessary to accommodate the reasonable requirements of either of the PARTIES, or which may improve PROGRAM outcomes. It is understood and agreed, however, that this Agreement may not be amended or modified without the prior written approval of both PARTIES.
- 7) That in the event either PARTY believes that a candidate is not performing his/her assigned responsibilities or believes that a mentoring teacher is not performing his/her assigned responsibilities pursuant to the PROGRAM and the Agreement, that PARTY shall notify the other, in writing, setting forth in detail the alleged deficit of performance, and the PARTY being

notified shall have a period of up to thirty (30) days within which to cure the alleged performance defect. In the event that the PARTY claiming a defect believes that the defect has not been reasonably cured within that 30-day period, the candidate, or the mentoring teacher, shall be removed from his/her position in the PROGRAM.

#### **SECTION IV: GENERAL TERMS AND CONDITIONS**

##### **A. Term**

The term of this Agreement shall be from **January 1, 2025 through June 30, 2028**. The PARTIES may renew this Agreement for additional periods upon mutual written agreement.

##### **B. Termination**

Either PARTY may terminate this Agreement upon thirty- (30) days' written notice to the other PARTY. It is agreed, however, with regard to any candidate in good standing participating in the PROGRAM at the time of the desired termination, that candidate shall be permitted to continue participating in the PROGRAM for the remainder of the academic semester or academic term as applicable.

##### **C. Negligence**

Each PARTY shall be responsible for personal injury, property damage or other loss, claim, or cause of action that arises out of the negligence of that PARTY or the negligence of that PARTY's employees, agents, or others for whom that PARTY is legally responsible or over whom that PARTY has responsibility of supervision and direction. SCHOOL/DISTRICT/LEA will provide participating candidates with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

##### **D. Assignment**

This Agreement may not be assigned without the prior written consent of either PARTY.

##### **E. Governing Law**

This Agreement shall be enforced and interpreted in accordance with the State of Ohio.

##### **F. Notice**

Any notice required or permitted hereunder shall be sent by regular United States mail and shall be deemed given upon deposit thereof in the United States mail, bearing the following addresses:

To The UNIVERSITY:

University of Mount Union School of Education  
1972 Clark Avenue  
Alliance, Ohio 44601

To The SCHOOL/DISTRICT/LEA:

|                                                    |
|----------------------------------------------------|
| Brecksville-Broadview Heights City School District |
| 6638 Mill Road                                     |
| Brecksville, Ohio 44141                            |

**G. Non-exclusivity**

This Agreement is nonexclusive. The PARTIES to this Agreement reserve the right to enter into similar Agreements with other institutions or PARTIES.

**H. Headings**

The headings used in this Agreement are inserted only for convenience of reference and in no way limit or define the terms hereof.

**I. Severability**

If any of the provisions of the Agreement are found to be void or illegal for any reason, the remaining provisions of this provision shall continue in full force for the term of this Agreement.

**J. Entire Agreement**

This Agreement constitutes the entire Agreement between the PARTIES with regard to the subject matter contained herein. This Agreement supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of the Agreement.

IN WITNESS WHEREOF, the PARTIES have signed duplicate copies of this Agreement on the dates first indicated above.

| FOR THE SCHOOL/DISTRICT/LEA |                          |
|-----------------------------|--------------------------|
| NAME                        | Brian Wycuff             |
| TITLE                       | Assistant Superintendent |
| SIGNATURE                   |                          |

| FOR THE UNIVERSITY OF MOUNT UNION |                                  |
|-----------------------------------|----------------------------------|
| NAME                              | William Cunion                   |
| TITLE                             | Vice President, Academic Affairs |

|           |  |
|-----------|--|
| SIGNATURE |  |
|-----------|--|

## Addendum to **TEACHER EDUCATION COOPERATION AGREEMENT**

### SUBSTITUTE DECISION GUIDANCE FOR PRE-SERVICE TEACHER PERMIT HOLDERS

The University of Mount Union School of Education is supportive of opportunities for students who hold pre-service teacher permits to “earn while they learn” if substitute opportunities do not interfere with course requirements of the educator preparation program, including scheduled field placement assignments.

| Preliminary Decision Criteria                                                                                                                                                                                                                             | Source of Confirmation                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| UMU educator candidate holds a valid pre-service teacher permit and is enrolled in Ohio’s Rapback program.                                                                                                                                                | State Board of Education<br><a href="#">Educator Profile</a> |
| Candidate meets the district’s BOE policy & guidelines for substitute employment.                                                                                                                                                                         | SCHOOL/DISTRICT/LEA Placement Coordinator                    |
| Candidate is a student in good standing in UMU’s educator preparation program.                                                                                                                                                                            | EPP Director of Assessment and Licensure                     |
| UMU School of Education recommends the candidate for substitute service.                                                                                                                                                                                  | EPP Coordinator of P-12 Partnerships                         |
| If PARTIES agree that all criteria are met, proceed to the option below that best describes the school district’s needs. If all decision criteria are not met, the candidate is considered ineligible to substitute under the pre-service teacher permit. |                                                              |

#### **Option 1:** School needs occasional substitute coverage

*Applies to Practicum, Preclinical and Clinical Candidates ^*

- Candidate satisfactorily meets all decision criteria.
- Candidate satisfactorily meets all SCHOOL/DISTRICT/LEA requirements for serving as a substitute.
- SCHOOL/DISTRICT/LEA hires the candidate as a substitute.
- Candidate is responsible for accepting substitute assignments that do not interfere with EPP course or field completion responsibilities. ^

#### **Option 2:** School needs a Clinical Substitute teacher for an extended period of time

*Applies to Clinical Candidates only*

- Candidate qualifies for clinical practice.
- Candidate satisfactorily meets all decision criteria above.
- SCHOOL/DISTRICT/LEA and EPP enter into an agreement which includes the following assurances:
  - Clinical substitute placement aligns with candidate’s licensure preparation program for a minimum of 60 days. \*

- EPP assigns a university supervisor, in compliance with clinical practice reporting requirements, who coordinates support for and evaluation of the clinical substitute on behalf of EPP.
- SCHOOL/DISTRICT/LEA hires the candidate as a substitute.
- SCHOOL/DISTRICT/LEA recommends an employee to serve as a mentor teacher for the clinical substitute to provide on-site support and to collaborate with the university supervisor for evaluative purposes.
- In the event of performance concerns, the SCHOOL/DISTRICT/LEA and EPP agree to implement a candidate intervention and improvement plan.

^Clinical candidates may receive compensation for substituting when a mentor teacher is absent but may not be removed from their clinical placement to provide coverage (paid or unpaid) for other teachers or paraprofessionals who are not serving as mentors.

Clinical candidates hired by the SCHOOL DISTRICT/LEA is and will remain an employee solely of the SCHOOL/DISTRICT/LEA and is not an employee of the UNIVERSITY.

The SCHOOL/DISTRICT/LEA agrees to indemnify, defend and hold harmless the UNIVERSITY from any claim arising out of the performance of the substitute duties on behalf of the SCHOOL/DISTRICT/LEA.

\*Substitute opportunity may have a duration of fewer than 60 days. Candidate may transition in or out of paid substitute status based on the SCHOOL/DISTRICT/LEA's needs (30-day maternity leave, as an example) if transitions do not interrupt the candidate's completion of clinical practice.