

**WRITTEN AGREEMENT**

**by and between**

**THE UNIVERSITY OF SOUTH DAKOTA  
and**

**BROOKINGS SCHOOL DISTRICT**

**For Participation in the Professional Development Center (PDC) Special Education Program  
For the Period of 20 -20**

**Special Education Professional Development Center Program**

The School of Education at the University of South Dakota (USD School of Education) will participate with South Dakota School Districts in the development and operation of the Professional Development Center (PDC) Program. This initiative includes, but is not limited to providing professional development, technical/professional support, and curricular resources to employed partner districts' teachers, learning specialists and/or support staff. The characteristics of PDC are described in Section 3 below. USD School of Education must enter into a written Agreement) with Districts under terms and conditions as agreed upon by the parties.

**Scope of the Agreement.**

This agreement sets forth the procedures for:

1. Establishing the PDC;
2. Defining Characteristics of the PDC;
3. Specifying the Role of the USD School of Education in the PDC;
4. Identifying the School District Responsibilities in the PDC
5. Identifying the USD School of Education Responsibilities in the PDC
6. Hold Harmless Clause; and
7. Termination of this Agreement.

**1) Establishing the PDC**

- a) The USD School of Education will establish the PDC collaboratively with public school districts to share jointly the resources and information pertaining to the PDC. This model is anticipated to be replicated in other school districts in South Dakota.
- b) Brookings School District (District) is to participate in the PDC program in partnership with USD School of Education
- c) The PDC established herein will operate from June 12, 2023 to December 20, 2024.
- d) District may enter into an extension of this agreement at that time upon mutual agreement of the Parties.

## **2. Defining Characteristics of a PDC**

- a) Adapted from national models of “Grow Your Own” programs that identify and train teachers, learning specialists and support staff in education and professional development, the PDC is a partnership between PK-12 districts and USD School of Education utilizing a scholar practitioner model demonstrating the best teaching and learning practices to develop educators who have pedagogical expertise to meet the learning needs of all children. The USD School of Education PDC model has also been adapted from apprenticeship models in which teachers, support staff and other learning specialists work full time in a district while seeking a teaching degree in special education. The USD School of Education approach clusters school district teachers into a cohort to encourage PDC Teachers to exchange ideas, materials, teaching demonstrations, and teaching technologies. At the same time, this approach provides opportunities to influence both existing professional practices in school districts and teacher education program development at USD. The PDC brings increased resources to the classrooms and provides for systematic and collaborative interaction among school educators and university teacher educators. The PDC provides a restructured relationship between school districts and USD School of Education to encourage the further development of educational systems and meet the needs of districts facing teacher shortages.
- b) The PDC cluster provides a financial agreement in which the participating school districts and the USD School of Education share responsibilities to support teaching experiences and learning to bring advanced degree expertise to bear on the improvement of education. The PDC concept provides for the development of Master’s Degrees for teachers and education support staff who have completed their baccalaureate degrees. Participating PDC school districts share in a parity governance relationship in the further development of professional education programs, both in the PDC clusters and in campus-based degree programs. The PDC is to provide an exemplary grow your own teachers model based on apprenticeship practices within districts.
- c) The PDC provides opportunities for advanced graduate study and recognition for those selected in the participating school districts.
- d) The PDC increases the number of educators with special education degrees available to work with both children and adults in participating communities. The PDC is designed to contribute to the development of high morale and productivity among professionals, as they provide increased exemplary learning opportunities to children and adults who are served.
- e) It is mutually agreed that there shall be no discrimination on the basis of a person’s race color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age, or disability in selection and participation of PDC Teachers or USD School of Education faculty and staff.

## **3. Specifying the Role of the USD School of Education in the PDC.**

- a) The USD School of Education is committed to involving its faculty in the Professional Development Center and to participate in the PDC. The intent is to involve the faculty of the USD School of Education in collaborative enterprises through such efforts as education, research or investigations of mutual interest.

The foundational concept for the PDC is the demonstration of research-based educator practices and technologies by exemplary school-based teachers, support staff and by USD faculty.

- b) The USD School of Education will assign faculty members to the PDC sites for the purpose of communication, supervision, and other support. The number of USD faculty with all or partial assignment will depend on the needs of the PDC classroom, PDC Teachers, and the District curriculum directions.
- c) The USD School of Education will collaboratively disseminate information regarding the PDC and the knowledge generated through the PDC to the general educational community.
- d) The USD School of Education will collaborate with participating school districts in the selection of PDC teachers.

#### **4. Identifying School District Responsibilities in the PDC: EXEMPLARY EDUCATORS and Support Staff**

- a) The participating PDC school districts will select teachers and support staff from the existing school personnel who meet requirements for admission to the graduate program in the USD School of Education to be PDC Teachers. These persons will be known as PDC Teachers in this program and will be selected based on exemplary contributions to education in the district and their commitment to student learning. They will also be selected based on their anticipated capabilities to work as special education teachers and leaders.
- b) PDC Teachers will be required to be fully admitted to a graduate program in the USD School of Education and will take graduate course work during their involvement with the PDC. Participants will follow the cohort designed program of study which requires a minimum of 9 credits per semester.
- c) The PDC School Districts will reimburse the USD School of Education the amount of the graduate assistant stipend plus Worker's Compensation and PEPL for each PDC Teacher. The USD School of Education will provide this amount to each PDC Teacher as a graduate assistantship stipend during each year of service. As graduate assistants with the appropriate minimum of graduate credits above, the PDC Teacher will be eligible for graduate assistantship tuition rate. PDC Teachers will be individually responsible for the expenses of their USD tuition, fees, travel, books, and other costs of their graduate study.

#### **5. Identifying the USD School of Education Responsibilities in the PDC:**

- a) PDC Teachers will be paid a graduate stipend from USD. As stated above, each participating PDC school district will reimburse the USD School of Education the stipend plus Worker's Compensation and PEPL. As graduate assistants with the appropriate minimum of graduate credits above, the PDC Teacher will be eligible for the graduate assistantship tuition rate. PDC Teachers will be individually responsible for the expenses of their USD tuition, fees, travel, books, and other costs of their graduate study.
- b) PDC Teachers will be advised by an appointed faculty member who will provide support through program completion.

#### **6. Hold Harmless Clause**

The School District agrees to hold harmless and indemnify the State of South Dakota, the South Dakota Board of Regents, The University of South Dakota, their officers, agents or employees from and against any and all actions, suits, damage, liability or other proceedings that may arise as a result of its performance of the contract. Nothing herein requires action, suit damage, liability or other proceeding that may arise as a result of negligence, misconduct, error or mission of the State of South Dakota, the South Dakota Board of Regents, The University of South Dakota, their officers, agents or employees.

**7. Termination of This Agreement**

- a) This agreement expires on January 1, 2025. A new contract will be made in good faith by both parties for future agreement effective dates.
- b) This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the University of South Dakota. Termination for any of these reasons is not a default nor does it give rise to a claim against the University of South Dakota.

**EXECUTED**

Authorized School District Representative      Date

Dean, USD School of Education              Date

USD Provost VP Academic Affairs      Date  
USD Authorized Representative