



## **PRACTICUM AGREEMENT**

This **AGREEMENT** made this **1st Day of September, 2018**

### **BETWEEN:**

**Toronto Catholic District School Board**

80 Sheppard Ave. East, Toronto, Ontario, Canada, M2N 6E8

(Hereinafter referred to as “TCDSB”)

### **AND**

**Seoul National University of Education**

96 SeochoJoongang-ro, Seocho-gu, Seoul, 137-742, Republic of Korea

(Hereinafter referred to as “SNUE”)

**WHEREAS** TCDSB is interested providing SNUE student-teachers with a professional development opportunity in TCDSB schools to gain an understanding of teaching methods in Ontario and enhance their English language skills;

**AND WHEREAS** SNUE is interested in providing TCDSB teachers and language instructors with a professional development opportunity in Korea to gain an understanding of teaching methods in Korea and enhance their Korean language skills;

**AND WHEREAS** the parties intend to enter into this Agreement to finalize all of the terms and conditions between them:

**TCDSB:**

1. agrees to offer a professional development opportunity for student-teachers from Korea to observe TCDSB teachers teaching TCDSB students in Toronto (hereinafter, the "TCDSB Practicum").
2. acknowledges that the purpose of the TCDSB Practicum is to provide SNUE student-teachers an opportunity to gain an understanding of teaching methods in Ontario and to enhance their English language skills.
3. acknowledges that all matters having to do with the TCDSB Practicum, including:
  - a. the number of SNUE student-teachers participating;
  - b. scheduling; and
  - c. cost arrangements

will be determined by the parties and are subject to the terms of a future agreement to be executed between them at the relevant time.

**SNUE:**

4. acknowledges that, in the course of participating in the TCDSB Practicum, its student-teachers will have access to, and will be entrusted with, confidential information, the disclosure of which would be highly detrimental to the best interest of the TCDSB and may be a violation of the *Municipal Freedom of Information and Protection of Privacy Act* (R.S.O. 1990, c.M.56). SNUE, therefore, covenants and agrees with the TCDSB that all such confidential records, material, and information concerning the business and affairs of the TCDSB obtained by SNUE or its student-teachers in the course of participating in the TCDSB Practicum hereunder shall remain the exclusive property of the TCDSB. Further, during the term of this agreement, or at any time thereafter, SNUE and its student-teachers shall not divulge the contents of such confidential records or any such confidential information to any person, firm, or corporation other than the TCDSB's authorized employees, and SNUE and its student-teachers shall not, following the termination of services pursuant to the provisions of this agreement for any reason, use the contents of such confidential records or such confidential information for any purpose whatsoever.
5. agrees to offer a professional development opportunity for TCDSB teachers and instructors to observe teachers teaching Korean students in Seoul, South Korea (hereinafter, the "SNUE Practicum").
6. acknowledges that the purpose of the SNUE Practicum is to provide TCDSB teachers and instructors an opportunity to gain an understanding of teaching methods in South Korea and to enhance their Korean language skills.
7. acknowledges that all matters having to do with the SNUE Practicum, including:
  - a. the number of TCDSB teachers and instructors participating;
  - b. scheduling; and
  - c. cost arrangements

will be determined by the parties and are subject to the terms of a future agreement to be executed between them at the relevant time.

**The Parties further agree that:**

8. this Agreement is not intended to form, and shall not be interpreted as forming, a legal partnership between the parties defined by the *Partnership Act*, (R.S.O. 1990, c. P. 5) and relevant jurisprudence of the courts of Ontario and Canada. The parties agree that this agreement shall not be interpreted as resulting in joint and several liability as against third parties.
9. this Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and by the laws of Canada applicable therein. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision hereof and such invalid or unenforceable provision shall be deemed to be severed herefrom. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no oral or written warranties, representations, conditions, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth or referred to herein.
10. either party may terminate this agreement upon 6 (six) months' notice in writing to the other, without cause.

**TORONTO CATHOLIC DISTRICT  
SCHOOL BOARD**

**SEOUL NATIONAL UNIVERSITY  
OF EDUCATION**

Per: *Rory McGuckin*  
Director of Education  
Rory McGuckin

Per: *Kyung-Sung Kim*  
President  
Kyung-Sung Kim

Date: *July 20, 2018*

Date: *July 20, 2018*

*Meero Kim*  
(Witness)

Name: Meero Kim

*Sung Sik Kim*  
(Witness)

Name: Sung Sik Kim