

ADMINISTRATIVE REPORT

DATE: February 10, 2022
TOPIC: 6.9 - Student Teacher Placement Agreement
PRESENTER: Kevin Witherspoon, Ed.D, Director of Human Resources
REFERENCE TO POLICY/STATUTE: School Board Policy 903.1 – Student Teacher, Field Experience, Practicum, and Internship Placements

PURPOSE OF REPORT

The School Board recognizes its responsibility to improve the quality of teacher training and the contributions students in educational programs can make to South Washington County Schools. The importance of the teacher training function to the future of education and the need to assure high quality performance in our schools requires student teachers, field experience students, practicum students, and interns to be placed with experienced teachers of demonstrated competence.

University of Minnesota Twin Cities is requesting to renew their agreement to place Student Teachers with South Washington County Schools.

RECOMMENDATION

Administration recommends approval of this agreement.





UNIVERSITY OF MINNESOTA

CLINICAL EXPERIENCE TEACHING AFFILIATION AGREEMENT

This Clinical Experience Affiliation Agreement is made this 17 day of February, 2022 (the "Agreement") by and between **Regents of the University of Minnesota through its College of Education and**

Human Development (hereinafter referred to as ("University")) and the South Washington County School District 833 (hereinafter "School District").

WHEREAS, the University seeks to provide opportunities to its teacher candidates to complete clinical experiences in a school setting which may include field experience, student teaching, or practicum (the "Clinical Experience");

WHEREAS, the School District is able and willing to provide such Clinical Experience to the teacher candidates who meet appropriate requirements as set forth herein; and

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties enter into the Agreement as follows:

1. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- A. *Selection of Teacher Candidates.* University will place with the School District only University students who are a part of its State of Minnesota approved teacher licensure program ("Teacher Candidates") and eligible for such placement under State, University, and school board guidelines and regulations.
- B. *Education of Teacher Candidates.* The University will be responsible for the classroom education of its Teacher Candidates which includes the administration of the program, the curriculum content, and the requirements of matriculation, grading and graduation.
- C. *Expectations of Teacher Candidates During a Clinical Experience.* The University is responsible for communicating the program requirements and clinical experience expectations to the teacher candidates.
- D. *Cooperating Teacher Training.* The University will provide the cooperating teacher with the necessary information and training that addresses their role, program expectations, candidate assessments, procedures, and timelines.
- E. *Handling of Records and Data.* All records and data received by the University as a result of this agreement will be treated by the University in accordance with the terms of the Minnesota Government Data Practices Act and all applicable state and federal laws.
- F. *Advising Teacher Candidates of Rights and Responsibilities.* The University will be responsible for advising the Teacher Candidate of their own responsibilities under this Agreement. The Teacher Candidate shall be advised of their obligations to abide by the policies and procedures of the School District, and should any Teacher Candidate fail to abide by any policy and/or procedure, he or she may be removed from the clinical experience or program.
- G. *Honorarium.* For and in consideration of the placement of a student teaching Teacher Candidate with School District, the University agrees to pay each cooperating/mentor teacher selected to guide the student's experience an honorarium. This honorarium is in addition to the regular salary paid by the School District. This section is not intended to provide an honorarium for pre-student teaching field experience placements. Any consideration for field experience placements will be discussed between the parties on a case-by-case basis. Nothing about this Agreement, including the University's payment of this honorarium, shall make the cooperating/mentor teacher an employee, agent, or representative of the University. The cooperating/mentor teacher is responsible for any tax withholding or reporting associated with this honorarium.

2. DUTIES AND RESPONSIBILITIES OF THE SCHOOL DISTRICT

- A. *Establishment of Clinical Experiences.* The School District authorizes the use of its facilities as may be agreed upon by the School District and the University for Clinical Experience, professional development, and observations.
- B. *Policies of School District.* In advance of the Teacher Candidate's participation in the Clinical Experience, the School District shall provide directly to the Teacher Candidates all of the applicable district and school policies.
- C. *Cooperating Teacher Eligibility Requirements.* The School District agrees to provide cooperating teachers who will supervise Teacher Candidate activities during the Clinical Experience. School District represents any School District cooperating teacher selected to work with a Teacher Candidate will meet the following minimum requirements:
 - i For student teaching and practicum, the cooperating teacher: (i) has at least three years of teaching experience as a teacher of record in the licensure area; (ii) holds a professional license aligned to the assignment; (iii) has completed, or is willing to complete, professional development in coaching strategies for adult learners; and (iv) models effective instruction, including the use of state academic standards or, if unavailable, national discipline-specific standards, and culturally responsive teaching.
 - ii For field experiences prior to student teaching, the cooperating teacher: (i) has at least two years of teaching experience; (ii) holds a Tier 2 license or professional license aligned to the assignment; and (iii) models effective instruction, including the use of state academic standards or, if unavailable, national discipline-specific standards, and culturally responsive teaching.
- D. *Status Change Notification.* The School District shall immediately notify the University if there is a change in the licensure status of any cooperating teacher providing supervision to any Teacher Candidate.
- E. *Vacancies.* The School District shall not replace any of its employees nor fill any vacancies normally filled by an employee with a Teacher Candidate assigned under this Agreement. For the avoidance of doubt, a Teacher Candidate shall not act as a substitute teacher if they are enrolled in an undergraduate teacher education program. Teacher candidates who are enrolled in post-baccalaureate or graduate teacher preparation programs, have previously earned a bachelor's degree, have an appropriate MN teaching license, have approval from their University liaison and School District, may serve as substitute teachers in their student teaching placement
- F. *Reporting of Teacher Candidate Progress.* The School District shall provide all information requested by the University on a Teacher Candidate's performance. If there are any Teacher Candidate evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- G. *Student Records.* The School District shall protect the confidentiality of Teacher Candidate records and data, whether such records or data are received from the University or the Teacher Candidate or are generated by the School as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the Teacher Candidate unless required to do so by law or as dictated by the terms of this Agreement.
- H. *Background Check.* The School District shall communicate directly with the Teacher Candidate regarding any School District required criminal background checks that need to be completed prior to the start of the Clinical Experience. Any expense related to the criminal background checks will be the responsibility of the Teacher Candidate.

3. MUTUAL TERMS AND CONDITIONS

- A. *Number of Participating Teacher Candidates.* The parties will mutually agree upon the number of Teacher Candidates that shall be assigned to the School District for each Clinical Experience.

- B. *Removal of Noncompliant Teacher Candidate.* University may withdraw, suspend or terminate a Teacher Candidate for violations of the University's student code, academic deficiencies, behavioral violations, or other reasons subject to University policy, process, and procedures. The University liaison will notify the School District administrator promptly if a Teacher Candidate becomes suspended or withdraws from the teaching program or University. In cases where a teacher candidate's performance or conduct threatens the safety and welfare of students, visitors, or staff of the School District, the School District may suspend the teacher candidate's participation at the School District site(s). The School District administrator will consult with the University liaison before suspending a Teacher Candidate, except where consultation is not reasonably possible under the circumstances.
- C. *Termination of Placement.* If a Teacher Candidate feels threatened, harassed, discriminated against, or unsafe as a result of Cooperating Teacher, or School District, conduct during the Clinical Experience, or Cooperating Teacher's conduct threatens the safety and welfare of Teacher Candidate or students of the School District, the University may suspend or terminate the placement of the Teacher Candidate with the Cooperating Teacher. In such case, the University liaison will promptly notify the School District administrator of the placement termination. In the case that a Cooperating Teacher leaves the School District, is suspended, or is terminated, the School District administrator will notify the University liaison promptly.
- D. *Term of Agreement.* This term of this Agreement shall be five (5) years, commencing on 2/17/2022 and ending 2/17/2027.
- E. *Termination of Agreement.* The University or the School District may terminate this Agreement for any reason upon thirty (30) days' written notice, with or without cause. Should the School District terminate this Agreement for reasons other than a material breach and prior to the completion of an academic semester, all Teacher Candidates enrolled at that time shall continue their educational experience until it would have been concluded absent the termination.
- F. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- G. *Governing Law.* This Agreement is governed by and interpreted in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. All disputes regarding this Agreement shall be resolved in the state courts located in Minneapolis, Minnesota.
- H. *Modification of Agreement.* This Agreement shall only be modified in writing signed by both parties.
- I. *Relationship of Parties.* The relationship between parties to this Agreement to each other is that of independent contractors. The relationship of the parties will not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. The Teacher Candidate is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either the School District or University and neither party shall have responsibility for payment of workers' compensation benefits to the Teacher Candidate.
- J. *Liability & Insurance.* Each party to this Agreement is responsible for the negligent acts and/or omissions of its own officers, Teacher Candidates, employees, volunteers and agents. Neither party is considered the agent of the other and neither party assumes any responsibility to the other for the consequences of any act or omission of any person or entity not a party to this Agreement. Each party shall maintain during the term of this Agreement a liability insurance program with coverage for itself, its officers, employees, volunteers and agents. Evidence of liability insurance shall be provided upon request by either party. The University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University Teacher Candidates for activities performed within the course and scope of their duties under this agreement. General liability coverage for Teacher Candidates is limited to bodily injury and property damage claims. Nothing contained in this section or elsewhere in this Agreement will be construed as: (i) an express or implied waiver by either party of its governmental immunity; (ii) an express or implied acceptance by

University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws.

K. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Regents of the University of Minnesota

South Washington County School District 833

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____