

**TEACHER CANDIDATE PLACEMENT AGREEMENT**

**BETWEEN**

**RIDER UNIVERSITY**

**AND**

**Middletown Township Public Schools**

THIS AGREEMENT is made this 23rd day of November, 2021, between RIDER UNIVERSITY (“Rider” or “University”) and Middletown Township SCHOOL DISTRICT (“Clinical Partner”).

**INTRODUCTION**

Rider University conducts educational programs in Lawrenceville, New Jersey, and desires to build formal Partnerships with school districts and co-construct with these districts clinical experiences within the University curricula. Creative opportunities exist to include formal programs in which “Teacher Candidates”(student teachers) alternate between on-campus and workplace instruction. This commitment provides Rider and its Clinical Partner the distinctive opportunity to better prepare Teacher Candidates for entry into the workforce and to help ensure that Rider curricula are appropriately responsive to rapidly-changing school environments.

Accordingly, Rider seeks placement for its Teacher Candidates with a Clinical Partner to provide these Teacher Candidates with practical experience. Clinical Partners maintain facilities and employ skilled professional personnel relevant to the Rider educational experience and agree to collaborate with Rider to deliver these educational goals. Specifically, in accordance with the Council for the Accreditation of Educator Preparation (CAEP) Standard 2, Rider and Clinical Partner commit to a Partnership and high-quality clinical practice so that qualified Teacher Candidates develop the knowledge, skills, and professional dispositions necessary to demonstrate positive impact on all P-12 students’ learning and development.

Using a shared-responsibility model, Rider seeks input from the Clinical Partner to co-construct clinical experiences of sufficient depth, breadth, diversity, coherence, and duration to ensure that Teacher Candidates demonstrate their developing effectiveness and positive impact on all students’ learning and development. Partners co-select, support and develop high-quality clinical educators (defined as cooperating teachers in schools and supervisors at Rider), both provider- and school-based, who demonstrate a positive impact on Teacher Candidates’ development and P-12 student learning and development. Rider and the Clinical Partner agree to meet and collaborate regularly to ensure continuous improvement of clinical experiences and to make changes to the design of the program as needed. These continuous improvement discussions may take the form of, but are not limited to, small group meetings, focus groups, advisory board meetings and large semester events.

## **RESPONSIBILITIES OF RIDER UNIVERSITY**

**Program Oversight:** Rider shall facilitate collaboration for planning and execution of the educational program, including programming, administration, curriculum content, promotion and certification. Rider shall also participate in the selection of all mentor teachers who must demonstrate effective teaching practices and positive student learning outcomes.

**Faculty Oversight:** Rider shall provide a qualified faculty member for supervision of "Teacher Candidates" assigned to Clinical Partner for each Teacher Candidate placement. Any of Rider's clinical faculty or Teacher Candidates designated by Clinical Partner may be required to complete appropriate orientation as provided by Clinical Partner.

**Notification of Clinical Partner as to Teacher Candidate Assignments:** Rider shall notify Clinical Partner of the dates of initiation and completion of each semester during which the Teacher Candidate will be placed at Clinical Partner, and shall provide Clinical Partner with reasonable notice, as to proposed Teacher Candidate assignments. Rider shall send to Clinical Partner Teacher Candidates(s) enrolled in appropriate educational program(s) at the University.

### **Clinical Experience Terms:**

Rider University shall, guided by the Student Teaching Handbook where applicable (available at [www.rider.edu/studentteaching](http://www.rider.edu/studentteaching)):

- Provide Teacher Candidate clinical experience overview and expectations (Student Teaching Handbook) to Clinical Partner faculty and administration
- Provide Rider field placement and faculty supervision contact and communication information to participating Clinical Partner mentor teachers
- Designate a qualified Teacher Candidate faculty supervisor to observe and evaluate Teacher Candidate progress on an ongoing basis, generally every other week over the 14-15 week semester based on NJDOE Administrative Code.
- Provide a stipend for participating clinical mentor teachers for each hosted Teacher Candidate (half or partial stipend for a half or partial semester; full stipend for a full semester). Clinical mentor teachers who are collaborating in the mentorship of a Teacher Candidate will receive a prorated stipend.

**Compliance:** Rider shall exercise reasonable efforts to assure that any and all Teacher Candidates and personnel placed at Clinical Partner shall comply with all applicable Clinical Partner rules, regulations and policies while performing services at Clinical Partner .

**Confidentiality:** Rider shall exercise reasonable efforts to assure that all Teacher Candidates and clinical faculty supervisors shall treat P-12 learner information acquired by them with regard to clinical experiences as confidential, during and after the placement period. Rider shall instruct Teacher Candidates and clinical faculty supervisors in the importance of respecting the confidential nature of all information which may come to them through Clinical Partner records and activities. Any artifacts or evidence that Rider Teacher Candidates collect will be treated in such a way as to maintain P-12 learner confidentiality. Any electronic artifacts and evidence collected will only be used to support required

performance based assessments for licensure. Teacher Candidates will be required to sign an agreement regarding the treatment of all P-12 learner data and artifacts in order to begin student teaching and complete their teacher performance assessment. All electronic artifacts and evidence collected will be permanently deleted upon the receipt of a passing score on the NJDOE performance-based assessment.

**Health Status Report:** Rider shall exercise reasonable efforts to ensure that the health of all Teacher Candidates and faculty assigned to Clinical Partner meet the standards required of Clinical Partner employees.

**Insurance:** Rider shall maintain general and professional liability insurance in the amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate for each coverage to protect itself and Clinical Partner from loss or liability in connection with performance of services pursuant to this Agreement by Rider, its employees, representatives, agents and/or students. Such insurance shall be with companies qualified to do business in New Jersey with an AM Best rating of A- or better and shall be evidenced by a Certificate of Insurance provided to Clinical Partner prior to the placement of a Teacher Candidate.

**Background Check:** Teacher Candidates shall obtain criminal background history review approval through the NJDOE (if placed in New Jersey) and provide documentation of approval to the field placement office. Approvals will be shared with districts upon request. Teacher Candidates placed in PA will obtain the clearances required by their host district. Neither Clinical Partner nor Rider University shall be considered an “employer” for purposes of N.J.S.A. 18A:6-7.6 - 7.13.

## **RESPONSIBILITIES OF CLINICAL PARTNER**

### **Collaborate in Education Program:**

Clinical Partner shall:

- Collaborate and regularly communicate progress and concerns with Rider clinical supervisor
- Provide a clinical mentor (cooperating teacher) who has a documented record of effective teaching and positive impact on student learning for each teacher Teacher Candidate in order to ensure a meaningful and appropriate learning experience
- Accept Teacher Candidates from the Rider University College of Education and Human Services as Teacher Candidates in classrooms for the number of weeks designated for each Teacher Candidate clinical experience
- Provide opportunities for Teacher Candidates to prepare and implement lesson plans and engage in all duties of a teacher as appropriate
- Complete Teacher Candidate evaluations designated by Rider Field Placement Office

**Authority to Decline Placements:** Clinical Partner reserves the right to decline Teacher Candidate assignments where the proposed number of Teacher Candidates exceeds that which the Clinical Partner believes it can reasonably supervise on-site, or for other legitimate reasons.

**Teacher Candidate Evaluation:** Clinical Partner shall provide Rider with an evaluation of each Teacher Candidate in a format agreed upon by the parties in advance of each placement. The clinical mentor must be able to mentor adults and establish specific goals for improvement for the Teacher Candidate.

**Policies and Procedures:** Clinical Partner shall provide Rider with a copy of applicable Clinical Partner policies and procedures. Clinical Partner may permit, on reasonable request and reasonable notice, the inspection of the facilities, services available for each Teacher Candidate placement, and such items pertaining to the program, by Rider or those agencies responsible for accreditation of Rider's programs.

**Safety Equipment:** Clinical Partner shall make such equipment available to faculty and Teacher Candidates as is necessary to implement appropriate safety precautions. Clinical Partner shall provide suitable facilities for Teacher Candidates and faculty to change to uniforms/school attire, if applicable.

**Emergency treatment for Teacher Candidates:** All Teacher Candidates may be treated for emergency illness or accidental injury occurring while on duty with the Clinical Partner. If the attending physician recommends, they may be sent home with notice thereof and the nature of the illness provided to Rider. Teacher Candidate permission will be obtained when reasonably possible.

**Insurance:** Clinical Partner shall maintain general and professional liability insurance in the amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate for each coverage to protect itself and Rider from loss or liability in connection with performance of services pursuant to this Agreement by Clinical Partner, its employees, representatives, agents and/or students and shall be with companies qualified to do business in New Jersey with an AM Best rating of A- or better. Such insurance shall be primary and on a non-contributory basis with a waiver of subrogation and evidenced by a Certificate of Insurance provided to Rider prior to the placement of a Teacher Candidate. Rider shall be named as an additional insured.

## GENERAL PROVISIONS

**Term:** This Agreement shall commence on the date first written above and shall continue for the period of one (1) year, upon which date it shall automatically terminate. In addition, either party may terminate this Agreement upon ninety (90) days' written notice, provided, however, that any Teacher Candidate in good standing shall be permitted to complete their semester. The parties may extend this Agreement by mutual consent set forth in writing. Representatives of Rider and Clinical Partner shall hold regular meetings to discuss and evaluate each student placement program.

**Performance Based Assessments required for NJDOE licensure:** Teacher Candidates must prepare a portfolio of materials during their student teaching clinical experience. Many Performance Based Assessments require Teacher Candidates to demonstrate readiness to teach through a series of lesson plans designed to support their P-12 learners' strengths and needs, engage P-12 learners in ambitious learning, analyze whether their P-12 learners are learning, provide feedback to P-12 learners and adjust their instruction to become more effective. Teacher Candidates may be required to submit video recordings of themselves at work in a real classroom as part of a portfolio that is scored by highly trained educators. These recordings and the devices used to create and store these files are subject to the stringent controls and confidentiality guidelines detailed in the previous section of this agreement. The Clinical Partner and Rider agree to collaborate to demonstrate compliance with NJDOE requirements for

licensure, including but not limited to providing for video recording of the Teacher Candidate for Performance Based Assessment scoring.

**Termination of Student Teaching:** Termination by Clinical Partner, Rider or Teacher Candidate shall be in accordance with the applicable provisions of the Student Teaching Handbook.

**Dispute Resolution:** Any dispute regarding this Agreement and/or any Teacher Candidate placement experience shall be referred to a Rider faculty member and a Clinical Partner staff member designated by each party for resolution. If such designees are unable to resolve said dispute, then the matter shall be referred to the Dean (or their designee) of the Rider University College of Education and Human Services and to the designated party of the applicable department at Clinical Partner. The Student Teaching Handbook, CAEP Standard 2, and performance based assessment requirements, where applicable, shall be references for resolution of any dispute.

**Release, Hold Harmless and Indemnification:** Rider and Clinical Partner hereby each agree to release, hold harmless and indemnify the other, and their trustees, officers, faculty, staff, employees and agents, from and against any and all actions, claims, costs (including reasonable attorneys' fees), damages, expenses, losses and judgments, arising out of their own negligent acts or omissions.

**Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.

**Entire Agreement:** The Clinical Partner and Rider agree that they are not relying upon any promises, understandings, warranties or representations, either oral or written, express or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire agreement of the parties with respect to the subject matter hereof; that no amendments or other modifications of this Agreement shall be valid unless in writing and signed by an authorized officer of the Clinical Partner and Rider.

**Notice:** Any notice required pursuant to this Agreement shall be made in writing and sent by electronic and regular mail as follows:

As to Rider:

Erica Spence-Umstead  
Director of Field Placement  
Office of Field Placement and State Certification  
Rider University  
2083 Lawrenceville Road, BFH 116  
Lawrenceville, NJ 08648  
espenumste@rider.edu  
609.895.5669  
609.896.5282 (fax)

With a copy to:

James P. Hartman  
Vice President for Finance & Chief Financial Officer  
Rider University  
2083 Lawrenceville Road  
Lawrenceville, NJ 08648  
jhartman@rider.edu  
609.896.5016  
609.895.5681(fax)

As to Clinical Partner: Middletown Township Public Schools

Devyn Orozco  
Director of Staff Development and Special Projects K-12  
Middletown Township Public Schools  
834 Leonardville Road  
Leonardo, NJ 07737  
[orozcod@middletownk12.org](mailto:orozcod@middletownk12.org)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above.

For Clinical Partner:

By: \_\_\_\_\_  
Devyn Orozco  
Director of Staff Development and Special Projects K-12

Date: \_\_\_\_\_

For Rider:

By: \_\_\_\_\_  
James P. Hartman  
Vice President for Finance & Chief Financial Officer

Date: \_\_\_\_\_