

ADMINISTRATIVE REPORT

DATE: September 21, 2023
TOPIC: 5.10 - Student Teacher Placement Agreement
PRESENTER: Abby Baker, 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 St. Thomas is requesting to renew their student teacher agreement with South Washington County Schools.

RECOMMENDATION

Administration recommends approval of this agreement.

CONNECTION TO STRATEGIC PRIORITY

- a. Student Experience
- b. Engagement and Partnerships



CLINICAL PLACEMENT AGREEMENT

FOR STUDENT TEACHING AND OTHER TEACHER CANDIDATE FIELD EXPERIENCES

This Agreement is made effective as of August 1, 2023 (the “**Effective Date**”), between the University of St. Thomas, 2115 Summit Avenue, St. Paul, MN 55105 (“**University**”), and South Washington County Schools, ISD 833, 7362 East Point Douglas Road S, Cottage Grove, MN 55016 (“**Host Institution**”).

BACKGROUND

The University, through its School of Education, works to prepare Designated University Students (“**Teacher Candidates**”) for teaching positions in K-12 educational institutions. Host Institution has an interest in assuring the availability of a qualified pool of applicants to teach in such institutions. Accordingly, University and Host Institution wish to collaborate to provide student teaching or field experiences for Teacher Candidates training to become K-12 teachers.

TERMS

Accordingly, the parties agree as follows:

1. **Clinical Placement Program.**
 - a. During the Term (as defined below), and as further detailed in this Agreement, designated Teacher Candidates will be placed in one of the following clinical experiences at Host Institution (collectively, the “**Program**”):
 - i. **Field Experiences**, in which Teacher Candidates may observe Host Institution teachers and students, assist, tutor, co-instruct or conduct research; or
 - ii. **Student Teaching** in which Teacher Candidates assume teacher responsibilities at Host Institution to practice and demonstrate the knowledge, skills and dispositions necessary to become a teacher.
 - b. In the case of both Field Experiences and Student Teaching, Teacher Candidates will work with a mentor teacher employed by Host Institution with direct responsibility to supervise Teacher Candidates’ activities at Host Institution (each, a “**Cooperating Teacher**”) and with a supervisor employed by the University to supervise Teacher Candidates’ learning in the Program (each, a “**Supervisor**”).
 - c. The number and identity of Teacher Candidates participating in the Program and the nature of their participation (i.e., their assignment to either a Field Experience or Student Teaching) will be as agreed by University and Host Institution from time to time consistent with the learning objectives for the Program and the availability of Host Institution resources to support Teacher Candidates in achieving the learning objectives. Teacher Candidates will be required, at a minimum, to comply with Host Institution background check requirements in order to participate in the Program, and Teacher Candidates whose background check results do not meet Host Institution’s minimum standards will not be accepted by Host Institution for placement in the Program.
2. **University Responsibilities.** University will:
 - a. Designate a University liaison to coordinate the University’s activities with respect to the Program and serve as the primary contact for Host Institution, and one or more Supervisors.
 - b. Determine and communicate learning objectives for Teacher Candidates’ participation in the Program to Host Institution and the Teacher Candidates.
 - c. Work cooperatively with Host Institution to plan for the specific Student Teaching or Field Experiences that will be included in

the Program, the selection and assignment of Teacher Candidates to Host Institution, and periodically assess whether the Program is meeting the parties' objectives.

- d. Coordinate the Teacher Candidates' participation in the Program and evaluate Teacher Candidates' performance in the Program. While University may consult with Host Institution regarding Teacher Candidates' performance in the Program at University's discretion, University will have sole authority to make determinations about the academic credit and grades assigned to Teacher Candidates who participate in the Program.
- e. Timely make payments of \$150 directly to Cooperating Teachers (or Host, if requested) for Teacher Candidate participation, subject to timely receipt by University of properly completed Form W-9s from Host Institution or Cooperating Teacher.
- f. Inform Teacher Candidates of the following Teacher Candidate obligations for participation in the Program:
 - i. That the Teacher Candidate will observe the hours set for the Program, be regular in attendance, and follow the procedures established by University and Host Institution for notifying University and Host Institution personnel of necessary absences.
 - ii. That the Teacher Candidate will accept and perform assigned responsibilities within Host Institution.
 - iii. That the Teacher Candidate will comply with all Host Institution policies, procedures, rules and emergency protocols applicable to Teacher Candidates in the Program, including but not limited to background check requirements to be completed prior to participating in the Program ("**Host Institution Rules and Requirements**"). Teacher Candidates are responsible to pay for the required background checks.
 - iv. That the Teacher Candidate will comply with all applicable data privacy requirements relating to Host Institution students, parents/guardians and personnel, in accordance with applicable law and Host Institution Rules and Requirements.

3. **Host Institution Responsibilities.** Host Institution will:

- a. Designate a Host Institution liaison to coordinate Host Institution's activities with respect to the Program and serve as the primary contact for University.
- b. Work cooperatively with University to determine the number of Teacher Candidates who may be assigned to Host Institution during the Term.
- c. Work cooperatively with University to plan for the specific Student Teaching or Field Experiences that will be included in the Program, the selection and assignment of Teacher Candidates to Host Institution, and periodically assess whether the Program is meeting the parties' objectives.
- d. Supervise and coordinate the participation of one or more Cooperating Teachers, including assisting Cooperating Teachers to timely submit Form W-9s to University as needed, and ensure Cooperating Teachers meet the qualifications for supervising teachers under Minn. Stat. § 122A.69.
- e. Maintain sole responsibility for the education and safety of Host Institution students and personnel involved in the Program.
- f. Assure that Teacher Candidates accepted into the Program have access to learning opportunities in the Program that are appropriate to fulfill the learning objectives communicated by University to Host Institution.

- g. Accommodate designated Teacher Candidates and Supervisors at Host Institution facilities during the Program and permit Teacher Candidates and Supervisors in the Program to use Host Institution resources as reasonable and necessary to fulfill the learning objectives of the Program, including but not limited to permitting Supervisors to observe Teacher Candidates at Host Institution, which observations may be in person at Host Institution or through remote, virtual means that permit Supervisors to fulfill their responsibilities for assessing Teacher Candidates during the Program, as determined through the mutual agreement of Host Institution and University.
 - h. Conduct an orientation for Teacher Candidates participating in the Program, including at a minimum notice of all Host Institution Rules and Requirements.
 - i. When requested by University, provide feedback to University regarding Teacher Candidates' fulfillment of learning objectives for the Program and assist Cooperating Teachers to timely submit evaluations of Teacher Candidates as needed.
4. **Removal of Teacher Candidates.** A Teacher Candidate's participation in the Program may be terminated at any time (a) with the mutual consent of Host Institution and University, (b) unilaterally by Host Institution for material noncompliance by the Teacher Candidate with Host Institution Rules and Requirements, and (c) unilaterally by University for any reason. Host Institution will consult with University prior to terminating a Teacher Candidate's participation in the Program. University will promptly notify Host Institution of any termination of a Teacher Candidate's participation in the Program.
5. **Term; Termination.** This Agreement will commence on the Effective Date and continue through July 31, 2026. (the "Term"), unless extended by the mutual written agreement of authorized representatives of the parties or earlier terminated by either party upon ninety (90) days' written notice to the other party. If any Teacher Candidates are participating in the Program at the time of termination of this Agreement, both parties will continue fulfill their obligations under this Agreement until such Teacher Candidates complete their participation in the Program unless University and Host Institution agree otherwise in writing.
6. **Data Privacy.**
- a. **FERPA.** The parties acknowledge that in connection with the performance of this Agreement, University may have access to Education Records (as defined below) of Host Institution students, and Host Institution may have access to Education Records of Teacher Candidates. Each party agrees that to the extent that it maintains Education Records of the other party's students (the "**receiving party**"), it shall maintain such Education Records in accordance with the requirements of the Family Educational Rights and Privacy Act, as amended ("**FERPA**"), and any other applicable U.S. or state laws, regulations or accrediting agency standards applicable to the privacy or confidentiality of such Education Records. Without limiting the foregoing, the receiving party agrees that with respect to such records, (a) the receiving party is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from Education Records of the other party's ("**disclosing party**") students; (b) it shall not disclose or allow access to personally identifiable information from an Education Record of the disclosing party's students without the prior written consent of the eligible student (or parent/guardian, as the case may be) as defined in 34 C.F.R. § 99.3, except as permitted by law; and (c) to the extent that the disclosing party discloses personally identifiable information from Education Records to the receiving party, the receiving party's officers,

employees and agents will use and have access to the information only for the purposes for which disclosure is made. Pursuant to FERPA requirements, all Education Records of Teacher Candidates or Host Institution students, regardless of whether maintained directly by University, Host Institution or by other entities, remain the property of the disclosing party. The receiving party agrees to access and use Education Records of the disclosing party's students only for legitimate and lawful educational purposes, pursuant to the disclosing party's FERPA policy, and further agrees to return or destroy such Education Records immediately upon the written request of the disclosing party. As used herein, "**Education Records**" means all such records described by 34 C.F.R. § 99.3 maintained by, for or on behalf of the disclosing party, including without limitation, any record, file, data or other information concerning any student's financial information protected under the Gramm-Leach-Bliley Act.

- b. **Government Data Practices Act.** If Host Institution is a government entity in the State of Minnesota, then the requirements of Minnesota Statutes § 13.05, subd. 11 apply to this Agreement, and the parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Host Institution in accordance with this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the University in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either Host Institution or University.

- 7. **Student Teaching Insurance.** University will require Teacher Candidates participating in Student Teaching at Host Institution to obtain professional liability insurance designed to cover professional liability claims arising out of the Teacher Candidate's Student Teaching participation at Host Institution. University will require Teacher Candidates to furnish to Host Institution a certificate evidencing insurance obtained. Notwithstanding the foregoing, if the Teacher Candidate is considered and hired as an employee of the Host Institution for the purposes of their placement, the insurance requirements above shall not apply and Host Institution agrees such Teacher Candidates will be covered during the placement by the professional liability coverage policies that cover other similar employees of the Host Institution.

- 8. **Liability.** Each party will be responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of the other party or the results thereof. Throughout the Term, each party will maintain, at its own cost and expense, a general liability insurance policy and professional liability insurance policy in minimum amounts consistent with industry standards for such party considering its size and scope. Upon request, a party will provide to the other evidence of such coverage in the form of certificates of insurance naming the other party as an additional insured.

- 9. **Miscellaneous.**

- a. **Independent Contractor Relationship.** This Agreement does not create, nor will it be deemed or construed to create any employment or other relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Nothing in this Agreement is intended or will be construed to constitute a partnership between, or joint venture by, University and Host Institution or to constitute either University or Host Institution as the agent of the other. Teacher Candidates who participate in the Program are not employees of Host Institution (unless expressly hired by Host Institution) or University. Host Institution employees

who are involved in the Program, including but not limited to Cooperating Teachers, are not employees of the University.

- b. **Governing Law; Venue; Jurisdiction.** This Agreement will be governed by the laws of the State of Minnesota, without reference to the conflicts of law provisions thereof, with venue in the federal or state courts located in Hennepin or Ramsey County, Minnesota, and the parties' consent to the personal jurisdiction of such courts.
- c. **Assignment.** Neither party will assign this Agreement, or its rights or duties under this Agreement, without the prior written consent of the other party.
- d. **Entire Agreement; Amendments.** This Agreement, including any addenda and exhibits to this Agreement, constitute the entire agreement of the parties and supersedes all prior agreements and understandings between the parties with respect to the subject matter of this Agreement. No amendments to this Agreement will be valid unless in writing and signed by authorized representatives of both parties.
- e. **Counterparts.** This Agreement may be executed in counterparts and will have the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

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To evidence the parties' agreement to this Agreement, authorized representatives of the parties have executed it on the dates set forth below, to be effective as of the Effective Date.

South Washington County Schools, ISD
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UNIVERSITY OF ST. THOMAS

Name:

Dr. Eddy Rojas
Executive Vice President and Provost

Title:

Date

Date

Dr. Amy Smith
Interim Dean, School of Education

Date