



South Washington County Schools

Keith Jacobus, Ph.D., Superintendent

District Service Center

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ADMINISTRATIVE REPORT

TO: Members of the School Board
Dr. Keith Jacobus, Superintendent

FROM: Dr. Kevin Witherspoon, Director of Human Resources

DATE: 7/19/18

TOPIC/PURPOSE OF REPORT: Student Teacher Placement Agreement/ Clinical Placement
Affiliation Agreement

RECOMMENDED BOARD ACTION: Approval

DATE FOR BOARD ACTION: 7/26/18

REPORT

South Dakota State University and South Washington County Schools, ISD #833, have a student teacher/ field experience placement partnership that provides student teacher and field experiences in various classrooms throughout ISD 833.

After periodic review of placements in our district, South Dakota State University is requesting that this collaborative relationship remain in place for the 2018-2019 School Year.

The administration recommends approval of this agreement.

MEMORANDUM OF AGREEMENT ESTABLISHING A TEACHER EDUCATION HUB

By and Between

SOUTH DAKOTA STATE UNIVERSITY (hereinafter, "SDSU"),

and

South Washington County School District 833

_____ School District

_____ School District

_____ School District

(hereinafter, "Districts" or, individually, "District")

I. PURPOSE

SDSU and Districts have executed, and anticipate executing in the future certain agreements to place teacher candidates of the SDSU Teacher Education Program (hereinafter, "Program") in Districts' schools, in order for the candidates to obtain required field experience for the award of a degree. To augment the Program's effectiveness and more efficiently employ the resources of all parties, SDSU and Districts intend by this Agreement to partner in the development and operation of a Teacher Education Hub (hereinafter, "Hub")—a collaborative, group-based initiative for supporting and evaluating the in-classroom performance of Program teacher candidates assigned to schools in Districts that are in close proximity to each other. The Hub shall entail a regular meeting where teacher candidates and their clinical faculty, clinical educators, and clinical mentors meet to exchange ideas and review video of teacher candidate in-classroom performance to provide feedback and evaluations. This initiative also includes, but is not limited to:

- a. Placement and support for the full year residency and semester long programs involved in the SDSU Teacher Education program.
- b. Placement and support for the early field experiences involved in the SDSU Teacher Education program.
- c. Professional development for clinical educator teachers in the Hub schools.

II. TERM & EFFECT

- a. This Agreement is open-ended.
- b. The Commitments of this Agreement as between SDSU and any single District will, unless explicitly stated otherwise, commence each time SDSU and the District sign a "Secondary/K-12 Field Experiences" agreement—a copy of which is attached as **Exhibit A** to this Agreement—or like agreement (hereinafter, "Underlying Agreement"). Any Underlying Agreement, when signed by SDSU and the District, shall be incorporated into this Agreement as if an addendum and an attachment hereto.
- c. The Commitments of this Agreement shall continue between SDSU and a District for the duration of their Underlying Agreement, unless explicitly stated otherwise, and those Commitments shall be renewed with each subsequent Underlying Agreement signed between SDSU and the District, which shall, in turn, similarly set the duration of this Agreement's Commitments between them. There shall not be any limit to the number of Underlying Agreements that trigger the Commitments under this Agreement.
- d. This Agreement may be terminated by SDSU for any or no cause within thirty (30) days of SDSU serving written notice of the termination on the participating Districts.

- e. A District may only rescind its participation in this Agreement, and sever its rights and commitments hereunder, when no Underlying Agreement between the District and SDSU is effective, and within thirty (30) days of the District serving written notice of the rescission on SDSU and the other participating Districts. Such rescission may be for any or no cause, and the rescission shall be reduced to writing. Termination of this Agreement shall occur when all Districts rescind their participation in this Agreement.

III. SDSU COMMITMENTS

- a. SDSU shall involve the faculty of its Department of Teaching, Learning, and Leadership in the Hub to improve the quality of teaching and learning through such efforts as research or investigations of mutual interest. These efforts shall be undertaken under the guiding principle of demonstrating research-based educator practices and technologies by exemplary school-based mentors, teacher candidates, and the SDSU faculty.
- b. Teacher candidates will be approved by SDSU faculty each year. The candidates will fill out the necessary applications to be considered for a clinical placement, providing references, transcripts, and other information as deemed necessary by SDSU.
- c. SDSU will compensate District-provided clinical educators for their role in clinical supervision duties associated with the full-year residency and semester-long programs. The compensation rate will be determined on an annual basis. Graduate credits may be available to clinical educators for clinical supervision duties.
- d. SDSU will assign a clinical mentor to assist and support both teacher candidates and clinical educators to reflect, dialogue, and study their experiences in the classroom, examine video-recordings of each other's teaching, and address questions emerging from this practice. The SDSU clinical mentor will meet every three weeks, on average, for two hours with the teacher candidates and clinical educators within each Hub or provide supervision at a similar level.
- e. SDSU will share data regarding performance of the residency program and teacher candidates with the Districts in accordance with the Family Educational Rights and Privacy Act (FERPA).
- f. SDSU Department of TLL will collaborate with Districts in the selection of clinical educators. The total number of clinical educators and teacher candidates at the Hub sites will be determined annually based on need and availability of clinical educators.
- g. Teacher candidates must:
 - 1. Meet TLL requirements for placement considerations in the residency or semester long program. These requirements could include a background check and insurance coverage, meeting minimum GPA requirements, recommendations from early field experience supervisors and passing scores on PRAXIS exams.
 - 2. Be fully enrolled in the Program at SDSU and registered for course work toward graduation during their involvement with the residency or semester long program.
 - 3. Be under joint supervision of the clinical mentor and clinical educator in the school they are assigned. The clinical supervisory team will be headed by assigned SDSU faculty and clinical faculty mentor, with involvement from the clinical educator and building principal
 - 4. Be personally responsible for individual health insurance and professional liability insurance.

IV. DISTRICTS COMMITMENTS

- a. Districts will each select clinical educators from the existing school staff to work with the teacher candidates and the SDSU faculty. Districts will collaborate with SDSU to match the interests and capabilities of clinical educators with those of the teacher candidates. The clinical educators will be selected on the basis of exemplary contributions to education, leadership and their commitment to preparing others for the profession. Specific requirements for clinical educators include:
1. Three years of successful K - 12 teaching.
 2. Certification in the area(s) the teacher candidate is to be placed.
 3. Administrator approval and recommendation to serve as a clinical educator.
 4. Completion of Co-Teaching training or intent to complete training.
 5. Completed application by the clinical educator.
- b. Clinical educators will assume the following responsibilities regarding the teacher candidate: assigning work, observing, supervising, critiquing, keeping records, and filing necessary reports to SDSU. Clinical educators are also expected to participate in clinical mentoring seminars every three (3) weeks and assist teacher candidates in the process of reflection on their practice. Teacher candidates shall be allowed to engage in an increasingly full year classroom experience (beginning with a few days in semester 7 and culminating in everyday in semester 8).
- c. Districts may provide paid opportunities to teacher candidates during the residency experience in the form of vouchers for reduced or free services from community businesses; substitute teaching (ten (10) days maximum); free breakfast and/or lunch; free tickets to school extracurricular activities; or other approved opportunities through the schools in which teacher candidates are placed. Teacher candidates will be individually responsible for the expenses of their SDSU tuition, fees, travel, books, and other costs of undergraduate study.
- d. Districts will share appropriate student achievement data for evaluation and program improvement in accordance with FERPA and as required for national accreditation purposes .
- e. Districts will allow video-recording of classroom instruction for professional development and candidate assessment purposes. Proper releases will be executed in accordance with District and SDSU policy and procedures.
- f. Hubs may be required to provide classroom space for embedded course work during clinical experiences.

V. TERMS AND CONDITIONS. The following provisions shall apply at all times for the duration of this Agreement:

- a. **Indemnification and Hold Harmless Clause.** Each District understands, agrees to, and shall indemnify, defend, and hold harmless the State of South Dakota, SDBOR, SDSU, as well as their officers, agents and employees, (hereinafter, "Indemnitees") from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by Indemnitees on account of loss of or damage to any property, or for injuries to or the death of any person, where the loss, damage, injury, or death is caused by, arises out of, or is in any way related to, in whole or in part, any act, omission, professional error, fault, mistake, or negligence of that District, its employees, agents, representative, or subcontractors, or their subcontractors' employees, agents, or representatives, in connection with or incidental to the performance of this Agreement and/or any Underlying Agreements, or arising out of Workers' Compensation claims, or Unemployment Disability Compensation claims of employees of that District and/or its subcontractors or claims under similar laws and obligations, and that this aforementioned obligation shall survive the termination/rescission, or the end of, this Agreement and in perpetuity. Districts and SDSU recognize that each District's obligation under this Provision shall not extend to any liability caused by the sole negligence of the Indemnitees.

- b. **FERPA.** Each District and SDSU shall also maintain the confidentiality of student records in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Confidential student records and information ("Student Information") includes hard copy, and any other format or medium, student education record information and personally identifiable information contained therein as defined by FERPA. Each District and SDSU agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth by FERPA and with the terms set forth herein. 34 CFR 99.33(a)(2) states that the officers, employees and agents of a party that receives Student Information may use the information only for the purpose(s) for which the disclosure was made. Recipient party or parties to this Agreement shall not use or disclose Student Information received from or on behalf of the disclosing party or parties to this Agreement except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by the disclosing party or parties. Each District and SDSU agree not to use Student Information for any purpose other than the purpose for which the disclosure was made. Upon termination, cancellation, expiration or conclusion of the Agreement, recipient party or parties shall return all Student Information to the disclosing party or parties or, if return is not feasible, destroy all Student Information. Each District and SDSU shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Student Information received from, or on behalf of the disclosing party or parties or their students. These measures will be extended by Agreement to all subcontractors used by each District. The recipient party or parties shall report to the disclosing party or parties any use or disclosure of Student Information not authorized by this Agreement or authorized in writing by the disclosing party or parties.
- c. **Insurance.** SDSU, as an entity of the State of South Dakota, is entitled to certain immunities under South Dakota law, including but not limited to SDCL chapters 3-21 and 3-22, as well as participation in the Public Entity Pool for Liability agreement. Districts and SDSU agree that such insurance shall satisfy all insurance requirements as to SDSU for this Agreement.
- d. **Governing Law.** This Agreement shall be interpreted according to the laws of the State of South Dakota.
- e. **Non-Discrimination.** Districts and SDSU agree to be bound by applicable state and federal laws and regulations governing Equal Employment Opportunity and Non-Discrimination, and to similar SDBOR and SDSU policy requirements.
- f. **Non-Agency.** Districts and SDSU agree that each District's employees are not agents or employees of the other Districts or of SDSU. Districts and SDSU agree that SDSU's employees are not agents or employees of the Districts.
- g. **Funding Out.** Districts and SDSU acknowledge that legislative action, including the failure of the Legislature to appropriate funds, may require the curtailment or termination of some or all of SDSU programming and support, which in turn may impact the availability of personnel, students, and facilities to be used under this Agreement. Districts and SDSU acknowledge further that they are obligated to respond to such legislative action and may determine that it is necessary in the public interest to curtail this Agreement based on these considerations.
- h. **Anti-Kickback.** Districts and SDSU certify that they have not paid kickbacks directly or indirectly to anyone for the purpose of obtaining this Agreement and agree to cooperate fully with any U.S. agency investigating a possible violation of anti-kickback laws.
- i. **Severability.** If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the remaining terms shall not be affected, and, if possible, the rights and commitments of Districts and SDSU are to be construed and enforced as if the Agreement did not contain the term.

SOUTH DAKOTA STATE UNIVERSITY
College of Education and Human Sciences

Secondary/K-12 Field Experiences

This contract agreement is between the Teacher Education Program in the College of Education and Human Sciences at South Dakota State University, Brookings, South Dakota and

South Washington County School District 833 7362 East Point Douglas Rd S Cottage Grove MN 55016-3025

Contracting School Name

Contracting School Address

City

State Zip Code

The South Dakota Board of Regents has deemed this contract appropriate for use between South Dakota State University (“SDSU”) and cooperating schools whose faculty will be supervising SDSU teacher candidates during their two college semesters of field experience required by our teacher education program. By signing this contract, your school has agreed to allow one or more of your faculty members, as clinical educators, to supervise the in-classroom experience of teacher candidates in the clinical educators’ field of study. Clinical educators will be compensated by SDSU according to the following terms:

First Semester:

Second Semester:

\$200.00 per Full-Time Teacher Candidate*

\$400.00 per Full-Time Teacher Candidate*

*(*If there are two clinical educators per teacher candidate, the stipend will be divided.)*

- 1) Placement of teacher candidates in schools and the assignment of clinical educators to oversee them will be accomplished by a representative of the University and the participating school administrator, as provided in the **Memorandum of Agreement Establishing a Teacher Education Hub** (“Hub Agreement”), which is incorporated into this Agreement by reference.
- 2) The field experiences will be supervised by SDSU faculty and clinical mentors. During the student teaching experience, that supervision will be exercised through the process detailed in the Hub Agreement, and involving video analysis. **
***Video recording within the classroom is an expectation of the student teaching experience, for evaluation purposes only. Videos will be kept confidential and erased/deleted upon the conclusion of the experience unless permission is explicitly provided by the school district to the teacher candidate.*
- 3) School-based faculty may be asked to attend conferences/workshops sponsored by SDSU.

It is further agreed that this shall be a two-semester-long contract, requiring renewal each academic year.

Superintendent Signature

Print Name

Date

Board President Signature

Print Name

Date

School Tax ID#

Signature of Provost & VP of Academic Affairs, South Dakota State University

Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 2.

Social security number									
or									
Employer identification number									

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.