### STUDENT FIELD PLACEMENT MEMORANDUM OF UNDERSTANDING BETWEEN

#### Hamilton County Department of Education

#### AND

### The Board of Regents of The University System of Georgia By and on behalf of Valdosta State University

PREFACE: Joint learning ventures between post-secondary institutions and public schools should create the foundation of the field-based placements of students in teacher training programs. Learning partnerships should be formed where teacher educators, classroom teachers, and students work together to foster a relationship that will lead to a successful learning experience in the classroom. The following Memorandum of Understanding is a collaborative effort between <a href="Hamilton County Department of Education">Hamilton County Department of Education</a> ("HCDE") and <a href="The Board of Regents of The University System of Georgia by and on Behalf of Valdosta State University">Hamilton County Department of Education</a> ("Institution") to develop a beneficial, productive, and efficient method for student teacher field placement.

#### GENERAL PROVISIONS

- HCDE and the Institution agree to comply with Titles VI and VII of the Civil Rights Act
  of 1964, Title IX of the Education Amendments of 1972, Section 504 of the
  Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the related
  regulations to each. HCDE and the Institution will not discriminate against any
  individual ion the basis of race, religion, creed, color, sex, age, disability, veteran status,
  or national origin.
- 2. This Agreement shall become effective on <u>02/03/2020</u>, and shall remain in effect in accordance with the terms of this Agreement.
- 3. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all students already enrolled in and participating in education, training, and/or student teaching placement at a school or other HCDE facility at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their education, training, and/or student teaching placement with HCDE.
- 4. This Agreement is not intended to create any rights or interests for any person or entity other than HCDE and the Institution, and no student shall have any right or interest arising out of any term or provision of this Agreement.

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- 5. This document states the entire Agreement between HCDE and the Institution with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.
- 6. Each of the persons signing this Agreement on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.
- 7. Signatories of this Agreement may not assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other signatories to this Agreement, with the understanding that such designations and designees must adhere to any and all Agreement parameters.
- 8. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. This Agreement shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.
- 9. Waiver by any signatory to this Agreement of any breach of any provision of this Agreement or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this Agreement shall not operate as a waiver of such right. All rights and remedies provided for in this Agreement are cumulative.
- 10. This Agreement may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this Agreement. HCDE and the Institution further agree to amend this Agreement to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this Agreement. However, if new laws, policies, or regulations applicable to HCDE and/or the Institution are implemented which materially affect the intent of the provision of this Agreement, the authorized representatives of the signatories to this Agreement shall meet within a reasonable period of time (e.g. 20 business days from the date of notice of such change of law, policy, or regulations) to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

## FIELD PLACEMENT FOR STUDENT TEACHERS (Over 60 Hours)

Employees of the Institution who desire to communicate any questions, concerns, or other information regarding student teacher field placements shall contact Erin Kirby, Induction Specialist in the HCDE Talent Office. Employees of the Institution shall not directly contact principals or other school administrators.

# A. QUALIFICATION CRITERIA FOR HCDE COOPERATING TEACHERS AND INSTITUTION SUPERVISORS

- 1. Qualifications for Cooperating Teachers at Schools where Student Teachers are Placed Must:
  - A. Have three years of successful teaching experience.
  - B. Be designated "effective" or "highly effective" on the evaluation model.
  - C. Hold a clear and renewable certificate for their present assignment.
  - D. Possess the ability to coach, mentor, model, and reflect best education practices.
  - E. Demonstrate consistently high levels of professionalism.
  - F. Currently teach classes in the student teacher's area of specialization.
  - G. Be identified and approved by school administrators.
  - H. Agree to participate in an orientation session with the Institution supervisor (e.g., phone conversations, Skype exchanges, emails).
- 2. Selection of Cooperating Teachers
  - A. The principal of each school will identify teachers from that school who desire student teachers and recommend to the Director of Schools, or his designee, teachers to be cooperating teachers.
  - B. Assignment of student teachers to the cooperating teachers will be made cooperatively by administrators at the HCDE school at which the student teacher will be placed and Institution supervisors.
- 3. The Institution will Develop Qualification Criteria for Institution Supervisors
- 4. The Institution will Determine the Selection Process for Institution Supervisors

#### B. PLACEMENT PROCEDURES

- 1. Placement of student teachers will be conducted in a professional manner. Student teachers will be assigned according to the following steps:
  - A. Requests for student teacher placements must be made through the HCDE Talent Office. Placement of student teachers at schools will be determined by the HCDE Talent Office. Placement determinations will be communicated in writing/email from the HCDE Talent Office designee to principals and to Institution supervisors.
  - B. The Institution supervisor shall verify the eligibility of each student to participate in a student teaching placement experience.
  - C. Changes in placement will be made only by the HCDE Talent Office designee in cooperation with the principals, cooperating teachers, and Institution supervisors.
  - D. The number of student teachers placed in a given school each semester will be at the discretion of HCDE Talent Office.
  - E. Any concerns about placement decisions should be communicated to Erin Kirby in the HCDE Talent Office. Efforts will be made to alleviate any problems.

- F. Student teachers may visit the schools prior to the date they are to officially report. An orientation session will be held by each principal or principal's designee in one of the following ways:
  - a. One-on-one as student teachers report, or
  - b. Group session at an assigned date and time.
- 2. The same procedures will be followed and the appropriate paperwork must be submitted for student teaching placements for graduate students.
- 3. HCDE will provide policies and procedures and other relevant materials to allow student teachers to function appropriately within the school district and individual schools.
- 4. Student teachers will be expected to observe all rules and regulations established by the Hamilton County Board of Education.
- 5. Student teachers shall follow HCDE's protocols for health and safety.
- 6. HCDE shall keep confidential and shall not disclose to any person or entity(ies): (a) student teacher health records or reports; and/or (b) any student teacher's records as defined in the Family Educational Rights and Privacy Act, 20 USC § 1232(G), (FERPA), concerning any student teacher participating in the field placements at HCDE schools, unless such disclosure is ordered by a court.
- 7. Student teachers and Institution supervisors shall maintain the confidentiality of HCDE student records at all times, in accordance with HCDE policies and procedures, Tennessee law, and FERPA.
- 8. Student teachers shall not be considered employees or agents of HCDE.
- 9. Student teachers will have no expectation of receiving monetary compensation from HCDE.
- 10. Student teachers are not entitled to insurance coverage or On the Job Insurance coverage through HCDE.
- 11. The Institution agrees to secure signed forms from Student Teachers in which Student Teachers agree to release HCDE from liability for any claims that may arise from any alleged personal injuries or property damage sustained while participating in the student teaching placement. HCDE will provide the forms to the Institution. The Institution will provide copies of these forms to HCDE.
- 12. HCDE shall timely notify the Institution when any student teacher has been involved in an incident that would require HCDE to investigate, and the Institution shall have the opportunity to participate in any such investigation to the extent that HCDE's policies and procedures governing confidentiality may allow.

13. Student teachers will be provided with a copy of Hamilton County Board of Education Policy No. 5.702 and are expected to be familiar with the provisions contained therein.

#### C. SUPERVISION OF STUDENT TEACHERS

Principals and cooperating teachers will be notified of the names of Institution supervisors of each student teacher assigned to their respective schools at the beginning of each semester.

#### 1. The Cooperating Teacher will:

- A. Provide daily informal supervision of the student teacher and give feedback on performance.
- B. Schedule regular conferences with the student teacher to discuss experiences and to provide constructive suggestions.
- C. Work with the Institution supervisor to coordinate scheduled visits/in-person observations/virtual observations in order to address and evaluate the performance of the student teacher.
- D. Participate in midpoint and final conferences concerning the evaluation of the student teacher.
- E. Encourage the student teacher to observe and be observed by other student teachers and/or teachers.
- F. Inform the Institution supervisor regarding any student teacher problems or concerns including any violation of attendance policy. In turn, the Institution supervisor will determine whether specific conditions that the student teacher must meet in order to satisfactorily complete the field placement are in jeopardy.
- G. Submit a comprehensive evaluation of the student teacher by utilizing the appropriate evaluation forms.
- H. Provide feedback regarding ongoing improvement of the student teaching field placement.
- I. Provide an email address for correspondence with the field placement office and the Institution supervisor.

### 2. The Institution Supervisor will:

- A. Conduct an orientation session with the cooperating teacher and student teacher at the beginning of the student teaching field placement (e.g., face-to-face conferences, phone conversations, Skype exchanges, emails).
- B. Prior to commencement of the student teacher's placement at an HCDE school, ensure the student teacher is properly trained regarding the privacy and confidentiality provisions set forth in FERPA.
- C. provide descriptions of relevant Institution courses and course expectations to the cooperating teacher and school principal.
- D. Provide contact information to the student teacher and cooperating teacher, respond in a timely manner to questions, concerns, etc.
- E. Provide the cooperating teacher and student teacher with the expectations and assignments for the student teaching field placement.

- F. Establish a timetable for observations.
- G. Provide the student teacher with specific suggestions for improvement when necessary.
- H. Evaluate student teacher assessments with input from the cooperating teacher.
- I. Alert the principal/cooperating teacher of any special circumstances or concerns that may impact the student teaching field placement.

The school principal shall be responsible for regulating the absence of the cooperating teacher in the classroom. The student teacher shall be given an opportunity to gain a sense of total classroom control with a minimum number of absences from the cooperating teacher.

The presence of a student teacher does not relieve the cooperating teacher of the responsibility of providing instruction.

# D. PROCEDURE FOR ADDRESSING ISSUES OR CONCERNS ABOUT OR WITH FIELD PLACEMENT

- 1. If the cooperating teacher, Institution supervisor, student teacher, principal, and/or any official in the HCDE Talent Office determine that there are problems with or concerns about the student teaching field placement, the following procedure should be implemented and documented:
  - A. The party perceiving the problems or concerns should advise the other parties of the facts in writing.
  - B. The situation should be addressed by all parties together, and specific suggestions for change should be documented in writing by the individuals involved.
  - C. If the problems are serious enough to warrant consideration or termination of the student teaching field placement, the following should be undertaken:
    - a. The Institution supervisor, cooperating teacher, principal, and HCDE Talent Office official should reach an agreement as to the specific conditions that are to be submitted to the student teacher for the opportunity to successfully complete the student teaching field placement.
  - D. If problems continue such that a student teacher will not be able to successfully complete the student teaching field placement, the following should be undertaken:
    - a. The cooperating teacher, principal, Institution supervisor, and HCDE Talent Office official will discuss the options that are available and reach a decision regarding a rating for the student teaching placement performance.
    - b. The Institution supervisor and cooperating teacher will meet with the student teacher to share the decision that will be given to the student teacher in writing.
- 2. A student teacher may be asked to terminate his/her service upon mutual consent of the school principal, cooperating teacher, and the Institution supervisor at any point during the term.
- 3. Notwithstanding the foregoing, HCDE shall retain the right, in its sole discretion, to

request the removal of any student from any HCDE property and/or the student's termination from the student teaching placement experience. Students shall be instructed by the Institution to promptly and without protest leave HCDE property whenever they are requested to do so by an authorized HCDE representative.

# E. PROTOCOL FOR AUDIOVISUAL CAPTURE OR DELIVERY OF CLASSROOM STUDENT TEACHING

Audiovisual capture of classroom teaching provides useful professional development resources. To obtain the benefits of the capture or online delivery of teacher practices while protecting teachers and students, HCDE and the Institution jointly agree to the following:

#### A. Definition

a. For the purpose of this student teaching field placement, audiovisual capture and delivery is defined as any capture, whether live or recorded, of sound and images from school activities by means of any variety of equipment or software.

#### B. Protocol

- a. Audiovisual capture and delivery will be done only for the purpose of improving instructional practice of student teachers. Audiovisual recordings will be housed on password-protected sites for professional development purposes or destroyed or deleted by Institution supervisors and/or designated HCDE officials.
- b. Institution supervisor and/or HCDE school administrators and/or cooperating teacher must obtain parental consent using the appropriate consent and release form from HCDE and any Institution consent form(s).
- c. If in any circumstance these protocols are violated, the cooperating teacher and/or HCDE school administrator will contact the appropriate Institution supervisor, and appropriate corrective action will be taken.

## F. BACKGROUND CHECK AND OTHER SYSTEM REQUIREMENTS

- A. The Institution will require each student teacher, as a condition of participating in a student teaching placement experience at any HCDE school, to affirm that he or she is not listed as a sex offender on Tennessee's sex offender registry.
- B. The Institution will require that each student teacher undergoes a criminal background check pursuant to *Tenn. Code Ann.* § 49-5-413 and will have the results of such checks provided to HCDE. HCDE will not be responsible for payment of the costs of these background checks.

#### G. PROFESSIONALISM

HCDE values its partnerships with post-secondary institutions and strives to create partnerships that are mutually beneficial. Opportunities to practice skills and apply knowledge in professional settings are critical to the success of student teachers and in ensuring that student teachers are

adequately prepared for their professions. In preparation for student teaching placement experiences, students are reminded that ethical conduct is expected and required. At all times, student teachers are expected to:

- conduct themselves in a manner that preserves the dignity and integrity of the education profession;
- meet the high standard to which they are assigned as professionals who carry the substantial public trust of educating children;
- work to maintain the highest possible degree of ethical conduct;
- · abide by all applicable federal and state laws;
- encourage all students to learn and assist them in the learning process; and
- safeguard the welfare of students entrusted to their care.

Student teachers are encouraged to familiarize themselves with the Tennessee Teacher Code of Ethics, which can be found at *Tenn. Code Ann.* §§ 49-5-1001 to 49-5-1007.

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Signature	Signature
BRYAN A. JOHNSON	Dr. Robert T. Smith Name
SUPERINTENDENT_	Provost and VPAA Title
05/07/2021 Date	$\frac{\partial - 13/\partial - o }{\text{Date}}$
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