

INDEPENDENT SCHOOL DISTRICT 271
Bloomington, Minnesota

REQUEST FOR SCHOOL BOARD ACTION

DATE OF BOARD MEETING: September 9, 2019

SUBJECT: Student Teaching Agreement with
Minnesota State University, Mankato


ORIGINATING DEPARTMENT: Department of Learning and Teaching

APPROVAL OF ADMINISTRATIVE
CABINET MEMBER: Andrew Kubas
Executive Director of Learning & Teaching *AK*

RESOLUTION FOR BOARD TO ADOPT:

RESOLVED, that the School Board of Independent School District 271 approves a Student Teaching Agreement with Minnesota State University, Mankato. The agreement will be in effect from August 26, 2019 to July 31, 2024.

RECOMMENDATION OF SUPERINTENDENT:

Approve. 

BACKGROUND:

This agreement is in accordance with Board Policy 430 Student Teachers.

Minnesota State University, Mankato has had a student teacher agreement with the District continuously since July 2000.

The new three-year contract has been approved by the District's legal counsel and insurance agent of record.



MINNESOTA STATE

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO

**MEMORANDUM OF AGREEMENT
FOR STUDENT TRAINING EXPERIENCE/INTERNSHIP**

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001 (“the University”) and Independent School District No. 271, 1350 West 106th Street, Bloomington, MN 55431 (“the School”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Memorandum of Agreement is to outline the terms of the training/internship experience for the student of the University and to identify the responsibilities of the University and the School.

A. THE PARTIES UNDERSTAND THAT:

1. The University has a Student Teaching Program (the “Program”) for qualified students enrolled in the University; and
2. The University has been given authority to enter into Agreements regarding academic programs; and
3. The School has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the University; and
4. It is in the general interest of the School to provide a training site where University students can learn and develop skills and qualifications needed to achieve the student’s occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs; and
5. The University and the School want to cooperate to furnish a training experience at the School for students of the University enrolled in the Program.

B. RESPONSIBILITIES OF EACH PARTY

1. **The University agrees to:**

- a. Make arrangements with the School to place teacher candidates who are eligible for placement under Minnesota law and University policies and procedures that will support the student's occupational goals and meet any applicable Program requirements.
- b. Provide general student teaching supervision by University designees.
- c. Cooperate with the School in the development and implementation of the Student Teaching Program.
- d. Make available upon request, a copy of a national background check conducted by CastleBranch, Inc. on each teacher candidate.
- e. Make periodic visits to the School's training site to observe the student or receive periodic reports from the School and/or the student and discuss the student's performance and progress with the student and any site supervisor at the School, as needed.
- f. Discuss with the School any problems or concerns arising from the student's participation.
- g. Notify the School in the event the student is no longer enrolled in the Program at the University.
- h. Keep any necessary attendance and progress records as set forth in the University attendance policy.
- i. Assist in the evaluation of the student's performance in the training experience.
- j. Bear the financial responsibility for mentor teachers to attend the Pairs/Co-Teaching training.

2. The School agrees to:

- a. Provide the teacher candidate, so placed by the University, an opportunity to work in a teaching-learning situation under the supervision of a practicing teacher who holds a continuing license in the content area and has at least three (3) years total teaching experience.
- b. Cooperate with the University in the development and implementation of the Student Teaching Program including co-teaching.
- c. Cooperate with the University with the execution and completion of the state mandated edTPA, the teacher performance assessment required for initial licensure teacher preparation programs. See Attachment B attached to this Agreement and made part of it.
- d. Encourage cooperating teachers to engage in professional development associated with student teaching. The School shall provide appropriate supervision of the teacher candidate pursuant to rules promulgated by its board. Such rules may not conflict with any minimum requirements established by the State or the University with regard to the Student Teaching Program.
- e. Immediately notify the University if there is a change in the licensure status of any practicing teacher providing supervision to any student teacher assigned hereunder.
- f. Not replace any of its employees nor fill any vacancies normally filled by an employee with a teacher candidate assigned under this Agreement. Therefore, a teacher candidate shall not act as a substitute teacher.

- g. Consider and treat any teacher candidate placed at the School pursuant to this Agreement as an employee for purposes of worker's compensation, liability insurance coverage and the provision of legal counsel.
- h. Reserve the right to deny a student teaching opportunity to an applicant and to terminate a student teaching assignment for cause.
- j. Cooperate with the University in providing a mutually agreeable training experience at the School that supports the student's educational and occupational goals.
- k. Consult with the University about any difficulties arising at the School's training site that may affect the student's participation.
- l. Assist in the evaluation of the student's performance and provide time for consultation with the University concerning the student, as needed.
- m. Support the mentor teacher's attendance to Pairs/Co-Teaching training with each new student.

3. **LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

4. **TERM OF AGREEMENT**

This Agreement is in effect from August 1, 2019, or when fully executed, and shall remain in effect until July 31, 2024. This Agreement may be terminated by giving at least seven (7) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

5. **FINANCIAL CONSIDERATION**

The University will pay to the School or cooperating teacher an amount not to exceed One Hundred Seventy-five and 00/100 Dollars (\$175.00) for each full-time student teacher placed in the School.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

Neither the University nor the School shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The School agrees that in fulfilling the duties of this Agreement, the School is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The University

IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. **DATA PRIVACY**

The requirements of Minnesota Statute Section 13.05, subd. 11 apply to this contract. The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 [“the Act”]) that classify the University’s written and electronic information as public, private or confidential. Except as otherwise provided in law or University policy, data on students is private and may not be shared with any other party. If the Facility receives a request from a third party for any data provided to the Facility by the University, the Facility agrees to immediately notify the University. The University will give the FACILITY instructions concerning the release of the data to the requesting party before the data is released and the Facility agrees to follow those instructions. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C.1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

10. **STUDENT TEACHING ASSIGNMENT CONTRACT**

The student assigned to a training experience/internship at the School shall be required to sign a **Student Teaching Assignment Contract** (see Attachment A attached to this Agreement and made part of it) before the student begins the training experience/internship at the School.

11. **NON-DISCRIMINATION**

The School recognizes that it is the policy of the University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran’s status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The School agrees to adhere to this policy in implementing this Agreement.

[Remainder of page intentionally left blank]

In signing this Memorandum of Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified. We understand that the Individualized Training Plan for the student can be modified or dissolved at any time upon the mutual agreement of the School and University.

APPROVED:

1. SCHOOL: INDEPENDENT SCHOOL DISTRICT NO. 271

Approved:

By: Les Fujitake
Title: Superintendent
Date:

**2. UNIVERSITY: MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO**

Recommended:

By: Elizabeth S. Finsness
Title: Director of Field Experience & International Experience
Date:

Approved:

By: Richard J. Straka
Title: V.P. for Finance and Administration
Date:

3. AS TO FORM AND EXECUTION:

By: Vickie Hanson
Title: Office Administrator
Date:

Attachment B

Minnesota §122A.09 Subd. 4(c) requires teacher preparation programs to *include a content-specific, board-approved, performance-based assessment that measures teacher candidates in three areas: planning for instruction and assessment; engaging students and supporting learning; and assessing student learning.* Beginning January 1, 2014, teacher preparation programs throughout the state have been required to conduct the edTPA with every teacher candidate. The edTPA process provides evidence based feedback as well as opportunities for teacher candidates to engage in self-reflection. The educative process provided by the edTPA fosters professional growth and better prepares candidates for the challenges of classroom instruction.

Minnesota State University, Mankato requests schools and school districts to join Minnesota State University, Mankato in supporting teacher candidates who will be completing the edTPA process. Your support is critical in these key ways.

- Support teacher candidates in completing the edTPA by **reviewing policies for the use of video** in your classrooms to ensure that current district procedures for obtaining parental permission are adequate and by working with candidates to secure parental permission.
- **Collaborate with teacher preparation programs** in ensuring mutually beneficial student teaching placements. Well-integrated student teaching experiences help to foster candidate success in the edTPA process and contribute to veteran teacher professional development.

Cooperating teachers in your schools can assist teacher candidates by **providing practical support, feedback, and assistance** during their student teaching experiences.