



Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

Educator Preparation Provider (EPP)	Middle Tennessee State University
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Local Education Agency (LEA)	Warren County Schools
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Term of Agreement	2021-22 SY
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EPP Contact/Designee	
Name: Tiffany Dellard	Title: Executive Director
Email Address: Tiffany.Dellard@mtsu.edu	Phone Number: 615-898-2628

LEA Contact/Designee	
Name: Grant Swallows	Title: Director of Schools
Email Address: Swallowsg@warrenschooals.com	Phone Number: 931-668-4022

Other Key Staff	
Name:	Name:
Title:	Title:
Name:	Name:
Title:	Title:

Certification (signatures verify partnership)		
EPP Head Administrator	Name: Beck Vanosdall	Date: 10/27/2021
	Title:	
	Signature: Dean-Interim	
LEA Director of Schools	Name: Dr. Grant Swallows	Date: 10-26-21
	Title: Director of Schools	
	Signature:	

Office of Professional Laboratory Experiences
P.O. Box 14
Middle Tennessee State University
Murfreesboro, TN 37132
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**PRE-RESIDENCY / RESIDENCY 1 / RESIDENCY 2
CLINICAL AND FIELD EXPERIENCE AGREEMENT**

MIDDLE TENNESSEE STATE UNIVERSITY

and the

Warren County Schools

This Affiliation Agreement is made by and between the College of Education, Middle Tennessee State University, hereinafter referred to as "Institution," and the above named local education agency of the State of Tennessee, hereinafter referred to as "LEA". The purpose of this agreement is to establish an understanding regarding the administration of the *Ready2Teach* program designed to provide clinical and/or field experiences for selected students of the Institution, hereafter referred to as "Teacher Candidates", who are pursuing teacher certification.

A. Purpose

1. The purpose of this Agreement shall be to provide clinical and/or field experiences to Teacher Candidates enrolled in a Teacher Education program of the Institution.
2. The clinical and field experiences for Pre-Residency, Residency 1 and Residency 2 Teacher Candidates shall be provided at the LEA's facilities located at multiple school sites within the school district, hereinafter referred to as "Facility".
3. The clinical and/or field experiences that may be provided are generally defined as follows:

Pre-Residency - education courses which occur prior to the Residency 1 and Residency 2 semesters, which may require a practicum of field experience in a PreK-12 school setting

Residency 1 - occurs the semester before Residency 2 (student teaching) and requires teacher candidates to be placed in a PreK-12 setting for approximately 50% of the school week

Residency 2 - generally referred to as student teaching, occurs after successful completion of Residency 1 and requires teacher candidates to be placed in a PreK-12 setting 100% of the school week

B. Terms and Conditions

1. **Term** - The term of this Agreement shall be five years commencing on March 1, 2019 and ending February 28, 2024.
2. **Amendment** - This Agreement may be modified only by written amendment executed by both parties.
3. **Termination** - Either party may terminate this Agreement without cause upon giving 60 days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all Teacher Candidates already enrolled in and participating in education clinical and/or field experiences at a school at the time of the notice of termination shall be allowed to complete their clinical/field experience with the LEA.
4. **Placement of Teacher Candidates** - As mutually agreed between the parties, the Institution shall place an appropriate number of Teacher Candidates, if available, at the Facility each academic term.
5. **Discipline** - While enrolled in clinical and/or field experiences at the Facility, Teacher Candidates and Institution faculty will be subject to applicable policies of the Institution and the LEA.

The LEA shall timely notify the Institution when a Teacher Candidate has been involved in any incident that would require the LEA to investigate, and the Institution shall have the opportunity to participate in any such investigation to the extent that the LEA's policies and procedures governing confidentiality may allow.

6. **Dismissal; Reassignment** - Teacher Candidates may be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. However, the Superintendent of the LEA may immediately remove from the Facility any Teacher Candidate who poses an immediate threat or danger, or at any time that may seem necessary, pending investigation.

The parties may agree in writing to remove a Teacher Candidate from the Facility or to reassign a Teacher Candidate within the same or another Facility.

C. Provisions Applicable to the Institution

1. The Institution shall offer teacher or other training educational programs, which are accredited by appropriate organizations, and approved by the Tennessee State Department of Education and Tennessee Board of Education.
2. The Institution shall require the appropriate university official to collaborate with the appropriate LEA administrator on all clinical and field placement requests for Pre-Residency, Residency 1 and Residency 2 placements. The Institution shall:
 - a. Verify the eligibility of each such Teacher Candidate to participate in a clinical or field experience.

- 11-1-14
- b. Co-determine the appropriate placement of students in collaboration with LEA.
 - c. Assign appropriate experienced, knowledgeable, and trained university supervisors to work collaboratively with the LEA mentor teachers for the supervision of Teacher Candidates.
 - d. University Supervisors will be provided annual training on the state evaluation system, educator preparation program expectations, professional assessments, co-teaching, and relevant state or university policy changes.
 - e. University Supervisors will meet with LEA mentor teachers to review the mentor teacher handbook and discuss expectations, guidelines, and appropriate support for teacher candidates.

The Institution shall notify each Teacher Candidate of the requirement to have a criminal background check pursuant to T.C.A. §49-5-413 & §49-5-5610. It shall be the Teacher Candidate's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.

Recognizing that Teacher Candidates enrolled at Institution will potentially participate in multiple field experiences at multiple facilities, LEA agrees to accept the results of the background check done prior to the Teacher Candidate's initial field experience if the Teacher Candidate maintains continuous enrollment at the Institution and if the results of the background check are archived by the background check agency.

Institution shall inform Teacher Candidates excluded from clinical or field experiences on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

3. The Institution shall inform its Teacher Candidates of their responsibility for following the rules and regulations of the LEA, including recognition of the confidential nature of information regarding students and their records.
4. The Institution shall provide guidelines, procedures, and other relevant materials to allow the mentor teacher and university supervisor to function appropriately and collaboratively in supervision of the Teacher Candidates.
5. The Institution may pay a stipend or any other form of compensation to an LEA mentor teacher or school at an amount determined by the Institution. Payment is made based upon the number of Teacher Candidates assigned to the Schools and/or mentor teachers.
6. The Institution shall maintain all records and reports on Teacher Candidate experiences in accordance with the Institution's policy and regulatory requirements.
7. Teacher Candidates shall not be considered as employees of the Institution or the LEA, nor shall Teacher Candidates receive any compensation for this clinical and/or field experience.

D. Provisions Applicable to the LEA

1. The LEA shall provide policies, procedures, and other relevant materials to allow Teacher Candidates to function appropriately within the school district and individual school facility.
2. The Facility Principal, and/or his/her designee, and/or mentor teacher shall be expected to provide an orientation for Teacher Candidates.

(Removed former #3 to new section E)

3. Mentor teachers of Residency 2 Teacher Candidates must have four (4) years teaching experience to serve as a mentor teacher. This policy does not apply to mentor teachers of Pre-Residency or Residency 1 Teacher Candidates. (removed reference to State Board of Education)
4. The mentor teacher or designee shall evaluate the performance of individual Teacher Candidates as appropriate and outlined in the Mentor Teacher Handbook.
5. The LEA, Facility, or mentor teacher may not request Teacher Candidates to perform services in lieu of faculty or staff employees, such as serving as a substitute teacher in the absence of the mentor teacher.
6. The mentor teacher or designee shall be responsible for supervising Teacher Candidates while present at the Facility for clinical and/or field experiences.

E. Provisions Applicable to Institution and LEA

1. The Institution and LEA will collaboratively develop recruitment goals and selection strategies to increase the number of students choosing teaching as a profession.
 - a. The co-developed recruitment goals will address the recruitment of diverse teacher candidates and candidates in high-need areas.
 - b. The Institution and LEA will identify students who have established an excellent academic record and indicate an interest in teaching.
 - c. The Institution and LEA will identify students who meet the state assessment requirement for admission to teacher education programs.
 - d. The Institution and LEA will collaborate on student attendance at recruitment events such as LEA Career Days, MTSU True Blue Tour, and MTSU Preview Days.
 - e. The Institution and LEA will provide information to students on dual-credit and dual-enrollment opportunities.
 - f. The Institution and LEA will provide scholarship information for students.
 - g. The Institution and LEA will make faculty, staff, advisors and counselors available to students to answer questions and provide information about college programs, admission requirements, and application processes.

2. The Institution and LEA will collaborate to select, prepare, evaluate, support and retain high-quality clinical educators, both provider and school-based who demonstrate a positive impact on candidates' development and preK-12 learning and development.
 - a. The LEA and/or Facility Principal and Institution will co-select appropriately licensed school-based mentor teachers who have demonstrated superior teaching, professional and interpersonal skills, which enable them to fulfill their responsibilities as mentors and instructional role models. Teachers who achieve an LOE level 4 or 5 shall be selected as priority school-based mentors for Residency II teacher candidates.
 - b. The Institution and LEA will collaborate on the selection of university supervisors who have an active or prior endorsement and teaching experience in the discipline for which they will be supervising candidates, and who have demonstrated superior professional and interpersonal skills, which enable them to fulfill their responsibilities as a supervisor.
 - c. Annual training, professional learning opportunities, and supports will be offered to clinical mentors related to university initiatives and school district initiatives.
 - d. Coaching, feedback, training, and support will be provided for all mentors and supervisors to ensure they use evidence-based practices for effectively supporting the development of teacher candidates.
 - e. School-based mentor teachers and university supervisors will collaborate on appropriate support of teacher candidates during their clinical experiences.
 - f. A Survey Performance Review Instrument will be employed to gather information on the clinical mentors' support and development of the teacher candidate.
 - g. The information garnered from the performance review of both clinical mentors will be used in determining professional development needs and retention as mentors.
 - h. Incentives other than compensation will be explored for retaining clinical mentors.

F. General Provisions

1. The parties shall abide by all applicable Federal and State law pertaining to discrimination and hereby agree and assure that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of the party on the grounds of classifications protected by Federal or State law.
2. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. Section 9-8-301 et seq.

3. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom that party is legally responsible.
4. Confidentiality of Records. All educational records created, disclosed, or maintained pursuant to the terms of this Agreement are confidential and shall be created, disclosed, and maintained pursuant to the provisions of Family Educational Right to Privacy Act, also known as FERPA (20 U.S.C.A. §1232g) and its regulations.
5. Illegal Immigrants. The parties hereby attest that they will not knowingly utilize the services of illegal immigrants in the performance of this Agreement and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of this Agreement. If a party is discovered to have breached this attestation, that party shall be prohibited from contracting with any state entity for a period of one (1) year from the date of discovery of the breach. A party may appeal the one (1) year by utilizing the established appeals process.
6. This Agreement shall be governed and construed in accordance with Tennessee, U.S.A. law.
7. The total term of this Agreement, including all renewals, shall not exceed 5 years.
8. Data Privacy and Security:
Data Privacy. "Personal Information" means information provided to LEA by or at the direction of Institution, or to which access was provided to LEA by or at the direction of Institution, in the course of LEA's performance under this Agreement that:
 1. Identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or
 2. Can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

LEA represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA"); the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C. 1232g), the FTC's Red Flag Rules and any applicable federal or state laws, as amended, together with regulations promulgated thereunder. Some Personal Information provided by Institution to LEA is subject to FERPA.

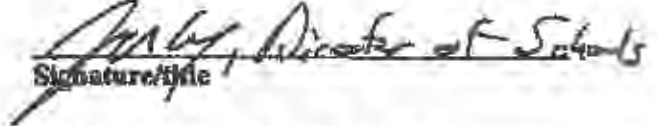
Data Security. LEA represents and warrants that LEA will maintain compliance with the SSAE18 standard, and shall undertake any audits and risk assessments LEA deems necessary to maintain compliance with SSAE18.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

MIDDLE TENNESSEE STATE UNIVERSITY

LOCAL EDUCATION AGENCY


Signature/Title


Signature/Title

Alan R. Thomas, VP Business & Finance
Name (Print or Type)

John R. (Bobby) Cox
Name (Print or Type)

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3. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom that party is legally responsible.
4. Confidentiality of Records. All educational records created, disclosed, or maintained pursuant to the terms of this Agreement are confidential and shall be created, disclosed, and maintained pursuant to the provisions of Family Educational Right to Privacy Act, also known as FERPA (20 U.S.C.A. §1232g) and its regulations.
5. Illegal Immigrants. The parties hereby attest that they will not knowingly utilize the services of illegal immigrants in the performance of this Agreement and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of this Agreement. If a party is discovered to have breached this attestation, that party shall be prohibited from contracting with any state entity for a period of one (1) year from the date of discovery of the breach. A party may appeal the one (1) year by utilizing the established appeals process.
6. This Agreement shall be governed and construed in accordance with Tennessee, U.S.A. law.
7. The total term of this Agreement, including all renewals, shall not exceed 5 years.
8. Data Privacy and Security:
Data Privacy. "Personal Information" means information provided to LEA by or at the direction of Institution, or to which access was provided to LEA by or at the direction of Institution, in the course of LEA's performance under this Agreement that:
 1. Identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or
 2. Can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

LEA represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA"); the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules and any applicable federal or state laws, as amended, together with regulations promulgated thereunder. Some Personal Information provided by Institution to LEA is subject to FERPA.


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In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

MIDDLE TENNESSEE STATE UNIVERSITY

LOCAL EDUCATION AGENCY


Signature/title


Signature/title

Alan R. Thomas, VP Business & Finance
Name (Print or Type)

John R. (Bobby) Cox
Name (Print or Type)

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