

SEVIER

County School System



Stephanie M. Huskey, Superintendent

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MEMORANDUM OF UNDERSTANDING (Teaching Placements)

This Memorandum serves as a legal agreement between the Sevier County School System ("LEA") and Educator Preparation Providers ("EPP") as it pertains to Field Placements, Student Teaching Placements, School Counselor Intern Placements, and/or other field placements requested by an EPP with whom the LEA possesses an approved, State-Recognized Partnership Agreement. This Memorandum is intended to provide requirements, policies, and protocols for the placement of EPP students in field experiences, student teaching, and/or in school counselor intern placements within the LEA.

- The LEA under the terms and conditions of this Memorandum will accept EPP students for field placements for times and durations set forth by the EPP and agreed to by the LEA. The LEA reserves the right to accept only the number of candidates it deems to be feasible in light of available LEA faculty at any given time and also reserves the right to not accept a student for placement or to remove a student from placement.
- The EPP is responsible for ensuring that each EPP student, prior to beginning his or her Field Experience or Student Teaching placement, shall have undergone a successful background check (Tennessee State Requirement). It is the responsibility of the teacher candidate to obtain the required background check (including fingerprinting) and to pay all costs associated with such checks.
- In accordance with Tennessee Code Annotated 49-5-5610, the EPP certifies that a criminal history background check conducted by the Tennessee Bureau of Investigation (TBI) and the Federal Bureau of Investigation (FBI) will be performed for all candidates in field experience and/or student teaching placements, and that the results indicated no criminal convictions that would preclude the candidate being placed in schools within the LEA, especially any convictions related to violent crimes.
- Further, the EPP agrees that it or the LEA may remove a student from field experience or any student teaching placement should any criminal charges and/or convictions occur during the period of placement.
- The EPP shall inform teacher candidates excluded from field placements 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.

- Though the candidates will not be employees of the LEA, candidates will be required to comply with the LEA's, rules, policies, procedures, and directives as may be provided to them and follow the school calendar of the LEA or a calendar agreed upon between the EPP and LEA.
- EPP requests for placing students for field placements shall work solely through the LEA's appointed representative or designee. This designee will assume the responsibility for collaborating with the EPP to establish procedures for placements within the LEA.
- The LEA shall appoint a Supervising Teacher for each Candidate placed in field experiences or student teaching. All Supervising teachers shall meet the following criteria:
 - The Supervising Teachers will be full-time employees of the LEA and fully certified by the State of Tennessee, and teach in the area in which they hold certification.
 - The Supervising Teacher must have taught for a minimum of three years and been employed by the LEA for at least two years.
 - The Supervising Teacher shall have achieved evaluation ratings of above expectations or higher for the prior school year through the State of Tennessee's TEAM evaluation or an approved alternative model {5.504 9 (a) 2}.
 - The Supervising Teacher must be recommended by the building level principal as an exemplary professional educator.
 - The Supervising Teacher must approve of having a teacher candidate assigned to him/her for the period of time identified.
- Either the LEA or the EPP may remove a candidate from a placement for lack of competency, failure to comply with the rules or policies of the LEA or the EPP, or for any other reason where either party believes that it is not in the best interest of the student, the candidate, or any students or employees in the LEA to continue the placement. If the LEA requests the removal of the candidate, its decision shall be final and immediate.
- Both parties will comply with Title VI and Title IX of the Civil Rights Act of 1964 and other similar laws regarding unlawful discrimination, as well as equivalent state primary laws.
- Candidates and the EPP will abide by the Family Educational Rights and Privacy Act (referred to herein as FERPA), with all school system information.
- To the extent that candidates will have access to or the ability to access student records, including education and discipline records, this information will be kept confidential and accessed only on an "as needed" basis in accordance with the Federal Education Records Privacy Act ("FERPA"). Should the candidate have any questions regarding the same, they shall ask their supervisor prior to accessing any student records.
- The term of this Memorandum shall be in effect for one year from the date of the LEA and EPP signing. Either party may terminate this Memorandum upon thirty (30) days written notice, however, the candidate currently participating in a placement shall be permitted to complete that program.
- Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The parties acknowledge that teacher

candidates of EPPs will be responsible for procuring and maintaining, at their own expense, any required Professional Liability and Auto Liability coverage.

- The EPP will consider candidates being utilized as a before school, after school tutor for targeted students as part of its responsibility and as a joint-effort to accelerate student learning and address any unfinished learning.
- The EPP will comply with the Educator Preparation Policy 5.504 that requires the development of a formalized partnership agreement with the LEA. Partnership agreement tools and guidelines are available for EPP use and can be found on the Tennessee Department of Education website [HERE](#).

IN WITNESS THEREOF, the parties hereto have entered in the Memorandum of Understanding as of the later date of the signatures below.

Educator Preparation Program ("EPP"): Johnson University
(Name of College/University)

By: Ry Miller

Title Dean

By: _____

Title _____

Date: 6/30/23

Sevier County Board of Education ("LEA"):

By: Sara Lewis

Title Asst. Superintendent

By: _____

Title _____

Date: 7-13-23

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MEMORANDUM OF UNDERSTANDING (Non-Teaching / Clinical Placements)

This Memorandum of Understanding (“Memorandum”) serves as a legal agreement between the Sevier County School System (“LEA”) and Educator Preparation Providers (“EPP”) as it pertains to non-teaching and/or clinical field placements (e.g., speech therapy; occupational therapy; human services, etc.).

- The LEA under the terms and conditions of this Memorandum will accept EPP students for field placements for times and durations set forth by the EPP and agreed to by the LEA. The LEA reserves the right to accept only the number of candidates it deems to be feasible in light of available LEA faculty at any given time and also reserves the right to not accept a student for placement or to remove a student from placement.
- The EPP is responsible for ensuring that each EPP student shall have undergone a successful background check (Tennessee State Requirement). It is the responsibility of the student to obtain the required background check (including fingerprinting) and to pay all costs associated with such checks.
- In accordance with Tennessee Code Annotated 49-5-5610, the EPP certifies that a criminal history background check conducted by the Tennessee Bureau of Investigation (TBI) and the Federal Bureau of Investigation (FBI) will be performed for all student candidates, and that the results indicated no criminal convictions that would preclude the candidate being placed in schools within the LEA, especially any convictions related to violent crimes.
- Further, the EPP agrees that it or the LEA may remove a student from field placement should any criminal charges and/or convictions occur during the period of placement.
- The EPP shall inform candidates excluded from field placements 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 applicable).
- Though the candidates will not be employees of the LEA, candidates will be required to comply with the LEA’s rules, policies, procedures, and directives, and to follow the school calendar of the LEA or a calendar agreed upon between the EPP and LEA.

- EPP requests for placing students for field placements shall work solely through the LEA's appointed representative or designee. This designee will assume the responsibility for collaborating with the EPP to establish procedures for placements within the LEA.
- The LEA shall appoint a Supervising Employee for each candidate placed. All Supervising Employees shall meet the following criteria:
 - The Supervising Employees will be full-time employees of the LEA, and fully certified/licensed by the State of Tennessee, and practice in the area in which they hold certification/license.
 - The Supervising Employee must have practiced for a minimum of three years and been employed by the LEA for at least two years.
 - The Supervising Employee must be recommended by the building level principal as an exemplary professional educator, or by a relevant central office administrator.
 - The Supervising Employee must approve of having a candidate assigned to him/her for the period of time identified.
- Either the LEA or the EPP may remove a candidate from a placement for lack of competency, failure to comply with the rules or policies of the LEA or the EPP, or for any other reason where either party believes that it is not in the best interest of the student, the candidate, or any students or employees in the LEA to continue the placement. If the LEA requests the removal of the candidate, its decision shall be final and immediate.
- Both parties will comply with Title VI and Title IX of the Civil Rights Act of 1964, and other similar laws regarding unlawful discrimination, as well as equivalent state primary laws.
- Candidates and the EPP will abide by the Family Educational Rights and Privacy Act (referred to herein as FERPA), with all school system information.
- To the extent that candidates will have access to or the ability to access student records, including education and discipline records, this information will be kept confidential and accessed only on an "as needed" basis in accordance with the Federal Education Records Privacy Act ("FERPA"). Should the candidate have any questions regarding the same, they shall ask their supervisor prior to accessing any student records.
- The term of this Memorandum shall be in effect for one year from the date of the LEA and EPP signing. Either party may terminate this Memorandum upon thirty (30) days written notice, however, the candidate currently participating in a placement shall be permitted to complete that program.
- Neither party shall be responsible for personal injury or property damage or other loss, except that resulting from its own negligence or the negligence of its employees, candidates, or others for whom the party is legally responsible. The parties acknowledge that candidates of EPPs will be responsible for procuring and maintaining, at their own expense, any required professional liability and auto liability coverage.

THIS SECTION HAS BEEN
INTENTIONALLY LEFT BLANK.

IN WITNESS THEREOF, the parties hereto have entered in the Memorandum of Understanding as of the later date of the signatures below.

Educator Preparation Program ("EPP"): Johnson University
By: [Signature] Title Dean

By: _____ Title _____

Date: _____

Sevier County Board of Education ("LEA"):
By: [Signature] Title Asst. Superintendent

By: _____ Title _____

Date: 7-13-23