

**MEMORANDUM OF AGREEMENT BETWEEN
LYME CENTRAL SCHOOL DISTRICT/BOARD AND STATE
UNIVERSITY OF NEW YORK AT POTSDAM
SUNY Potsdam**

WHEREAS, SUNY State University of New York at Potsdam is an academic and research institution of the State University of New York dedicated to, *inter alia*, the advancement of education and the preparation of students seeking certification in teacher education (individually, a “teacher candidate” and collectively, “teacher candidates”) in New York State at the pre-kindergarten (Pre-K) through Grade 12 levels; and

WHEREAS, School District is Lyme Central; and

WHEREAS, the New York State Education Department (“SED”) has determined that high-quality, practice-based clinical experiences can strengthen the development of the teacher candidate’s knowledge and skill set for effective teaching, and has adopted additional requirements in 8 NYCRR 52.21 for the use of clinical experiences for teacher candidates in the Pre-K through Grade 12 levels; and

WHEREAS, all programs leading to a classroom teaching certificate must meet the SED’s revised general and specific regulatory requirements for clinical experience, as set forth at 8 NYCRR 52.21(b)(2) and (3) (as amended effective August 2, 2023);

WHEREAS, for registered programs with teacher candidates who first enroll for the Fall 2024 semester and thereafter, SUNY and School District are further required to establish, maintain, and review collaborative terms and conditions for teacher preparation programs in which teacher candidates are involved in clinical programs (8 NYCRR 52.21(b)(2)(i)(f)(2)(ii)); and

WHEREAS, the Parties have a common desire to comply with recent amendments to 8 NYCRR 52.21 by establishing a working relationship aimed at serving their strategic interests through various potential collaborations, as described herein.

NOW THEREFORE, the Parties have agreed to establish these terms and conditions to help them better achieve their common goals and define the main areas of collaboration between them, as follows:

Article 1: Areas of Collaboration and Cooperation

The purpose of these terms and conditions shall be to guide the Parties as they build working relationships and explore potential collaborations to comply with the SED’s revised regulatory requirements for clinical experience in teacher preparation programs leading to

a classroom teaching certificate, as set forth at 8 NYCRR 52.21(b)(2) and (3). The revised regulatory requirements for registered teacher preparation programs that include student teaching and practica are set forth in **SCHEDULE 1** attached hereto and made a part hereof. The working relationships and collaborations between the Parties to achieve compliance may include, without limitation, educational program development, workforce training and development, and other cooperative programs.

To build such working relationships, explore potential collaborations, and comply with the SED's revised regulatory clinical experience requirements, the Parties shall be guided by the following principles:

- A. To foster the development of such working relationships and potential collaborations, the Parties agree that they shall complete the following at least 7 days prior to the commencement of clinical experiences at the School District:
 1. SUNY shall designate an individual (or individuals) meeting the minimum requirements in 8 NYCRR 52.21(b)(2)(ii)(2)(ii)(D)(I) who will serve as SUNY's designated University-based teacher educator(s) for the clinical experiences at the School District; and
 2. School District shall designate an individual (or individuals) meeting the minimum requirements in 8 NYCRR 52.21(b)(2)(ii)(2)(ii)(D)(II) who will serve as School District/Board's designated School-based teacher educator(s) for such clinical experiences; and
 3. SUNY Potsdam's designated University-based teacher educator shall meet with the School District/Board assigned School-based teacher educator to review each clinical experience requirements and identify opportunities for collaboration and cooperation between the Parties for incorporation into these requirements, and resources that can be shared to support each teacher candidate's development and clinical experiences at the School District/Board; and
 4. To the extent practicable, SUNY Potsdam's designated University-based teacher educator and the School District/Board assigned School-based teacher educator shall meet with the teacher candidate (or teacher candidates) to review the clinical experience requirements, the policies and procedures of SUNY Potsdam and the School District/Board for the conduct of the clinical experience, and other matters of common concern so that the teacher candidate is ready, to the extent practicable, to enter the placement on day one.
- B. At the midpoint of each clinical experience, the Parties (SUNY Potsdam's University-based teacher, School District/Board assigned School-based teacher educator and the teacher candidate) shall meet to discuss and/or assess: the effectiveness of each experience; each teacher candidate's performance and progress pursuant to that

experience as written and taking into account feedback from stakeholders; the means and timing for communication of such performance and progress to each teacher candidate; the School-based and University-based teacher educators' impact on each teacher candidate's performance pursuant to that experience; and potential recommendations for additions or revisions to that experience to achieve desired outcomes.

- C. Within the last week of the clinical experience, the Parties shall meet to discuss and/or assess: the effectiveness of each experience; each teacher candidate's performance and ultimate overall progress pursuant to that experience taking into account midpoint review comments provided to the teacher candidate and feedback from stakeholders; the School-based and University-based teacher educators' impact on each teacher candidate's performance pursuant to that experience; and recommendations for additions or revisions to future versions of the experience to achieve desired outcomes.
- D. To the extent the Parties identify mutually agreeable new and/or expanded opportunities for collaboration and/or cooperation, these shall be set forth in a written agreement that may be entered at a later date consistent with the 5-year review set forth in Article 2 hereof. Such agreement(s) shall contain mutually acceptable terms and conditions, specifying the responsibilities, rights, and obligations of the Parties, and may address issues such as, but not limited to, confidentiality of information, intellectual property rights, publication, funding, involvement of students, use of facilities, and disclosure of data.
- E. The Parties agree to use good faith efforts to amicably resolve any dispute arising under this Agreement. If the Parties are unable to amicably resolve the dispute within thirty (30) days, then either Party may terminate this Agreement or seek legal or equitable redress.
- F. No amendment of these terms and conditions will be effective unless the amendment is in writing and signed by the Parties.

Article 2: Liaisons and 5-Year Review

SUNY Potsdam and the School District/Board will name an office and individual who will be responsible for the coordination of activities under these terms and conditions, and for reporting on the results of the clinical experiences program. SUNY Potsdam and the School District/Board agree to meet after 5 years to share information, evaluate progress, and discuss additions or revisions to these terms and conditions to achieve desired outcomes. The effective date of this Agreement shall be September 1, 2024, and shall continue in full force and effect for five (5) years or until terminated as set forth in this paragraph. This Agreement may be terminated by either party upon ninety (90) days written notice to the other, provided, however, that no such termination shall take effect until the students already placed in the program have completed their scheduled clinical experience.

Article 3. Relationship.

Nothing in these terms and conditions shall constitute the formation of a partnership, joint venture, agency, fiduciary, employment, or master/servant relationship. School District/Board hereby covenants and agrees to act in accordance with that status. School District/Board and its agents or employees or any entity or person acting on behalf of School District/Board shall neither hold themselves out as, nor claim to be, officers or employees of State University of New York (including without limitation SUNY Potsdam) and shall make no claim for, nor be entitled to, Workers' Compensation coverage, medical, unemployment, social security, retirement membership, or any other employment-related benefits from State University of New York. Neither Party shall have the right or authority to enter into binding contracts on behalf of the other.

For Purposes of written notification:

To University

State University of New York at Potsdam
Susan Cobb
44 Pierrepont Avenue
Potsdam, NY 13676

To District

Lyme Central
School District/Board

Patricia Gibbons
Superintendent/Designee Name

11868 Academy St., Chaumont, NY 13622
School Address

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below:

By: _____
Susan Cobb
Director of Procurement

Date

By: _____
Superintendent or Designee's Signature

Date

Print Name

Title

SCHEDULE 1

For registered programs with candidates who first enroll for the Fall 2024 semester and thereafter that include student teaching or practica:

A. Field Experience Related to Coursework

1. Programs shall include at least 100 clock hours of field experiences related to coursework prior to student teaching or practica, provided that at least 15 of the 100 clock hours of field experiences shall include a focus on understanding the needs of students with disabilities.

B. Student Teaching or Practicum

1. The program shall include a college-supervised student teaching or practicum experience of at least 70 school days, or its equivalent, in an educational setting, and in alignment with the daily schedule and annual calendar of that educational setting; provided that candidates pursuing more than one certificate title may complete placements of at least 35 school days for each certificate title.
2. The student teaching or practicum must address each of the applicable general and program-specific pedagogical core requirements for the program(s).
3. The student teaching or practicum must be designed to provide candidates with opportunities to practice teaching skills identified in the New York State Teaching Standards in an educational setting in the subject area and grade level of the certificate title(s) sought, co-supervised by a university-based teacher educator and a certified school-based teacher educator.

C. Clinical Experiences

The combination of clinical experiences must:

1. meet or exceed the specific requirements for the certificate title(s) as described in paragraph (3) of this subdivision; and
2. address the full range of student developmental levels required by the certificate title(s) sought, as prescribed in 8 NYCRR 52.21(b)(3).

D. Requirements University-Based Teacher Educators and School-Based Teacher Educators

1. University-based teacher educators engaged in clinical supervision shall:
 - a. be involved in program development as appropriate; and
 - b. have at least three years of full-time teaching or related experience in any grade, pre-kindergarten through 12.
2. School-based teacher educators who work with candidates during student teaching must:
 - a. be certified in the subject area of certification sought by the teacher candidate or in a related area; and
 - b. have at least three years of full-time teaching experience or the equivalent, in an educational setting, in the subject area of certification sought by the teacher candidate or in a related area; and
 - c. be designated by the school or district as a school-based teacher educator; or be rated effective or highly effective in their most recent annual professional performance review or other evaluation conducted pursuant to Education Law § 3012-d or other applicable law and regulation; or hold a national board certificate.
3. School-based and university-based teacher educators who work with candidates during student teaching shall participate in professional learning that focuses on the provision of effective clinical supervision. Such professional learning shall be designed and/or implemented by the partnership described in 8 NYCRR 52.21(2)(i)(f).