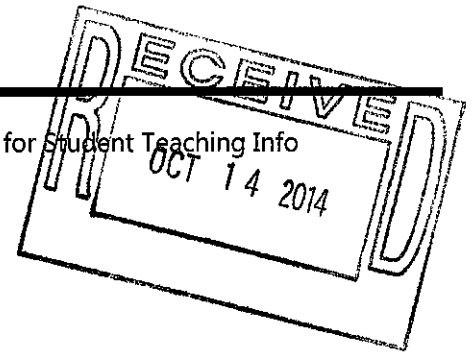


Looten, Kathy

Subject:

FW: NCTQ/Springfield: Missouri Sunshine Request for Student Teaching Info



----- Forwarded message -----

From: **Carolyn Chen** <cchen@nctq.org>

Date: Thu, Sep 18, 2014 at 7:34 AM

Subject: NCTQ/Springfield: Missouri Sunshine Request for Student Teaching Info

To: mbishop@spsmail.org

Dear Marsha,

I hope this email finds you well. Hopefully, you are the right person to speak to about Student Teacher placements in Springfield Public Schools. I am with the National Council on Teacher Quality in Washington, DC, an education advocacy organization funded by the Bill & Melinda Gates Foundation. We are collecting information on Student Teacher Placements in school districts in Greene County and focusing on the following institutions: **Evangel University, Missouri State University and Drury University.**

In case you have not heard about us, The National Council on Teacher Quality puts together the national rankings of university teacher preparation programs with the U.S. News World Report. Our 2014 Teacher Prep Review Report was just released in June and can be found here:

<http://www.nctq.org/teacherPrep/review2014.do> as well as the national rankings from U.S. News: <http://www.usnews.com/education/nctq>.

I have included our request for student teacher information and documents at the end of this email as provided for by Missouri's Sunshine Law:

- If you are not the appropriate contact for student teaching placements, would it be possible to put me in the contact with the right person?
- If your school district does not accept placements from the institutions above, just let me know and I will note it in our records and withdraw our information request.

I am available if you have any questions or need clarification. Feel free to please contact me at (240) 812-9859 or cchen@nctq.org. I will also follow-up via phone next week if that is more convenient for you.

Thank you for your help with this matter and please have a great day!

Sincerely,
Carolyn

--
Carolyn Chen
Analyst, Data Collection
Teacher Preparation Studies
National Council on Teacher Quality
1120 G Street, NW, Suite 800
Washington, DC 20005
(240) 812-9859
cchen@nctq.org

The National Council on Teacher Quality (www.nctq.org) works to ensure that every child has an effective teacher. For that purpose, we collect information on the institutions that play a role in

shaping the teaching profession, including school districts and teacher preparation programs. For more information on how this research could benefit *your* district, please take a look at our website: <http://www.nctq.org/teacherPrep/review2014/district/>.

The purpose of this request is to examine how teacher preparation programs work with districts during the critical **student teaching placement** process. What *characteristics* are sought in a potential cooperating teacher (e.g. mentor or supervisory teacher) and what role do institutions play in the selection *process*? To learn whether teacher preparation programs are ensuring *quality* placements for their student teacher candidates, we request the following documents from school districts:

- *One copy of any and all current STUDENT TEACHING contracts, memoranda of agreement, memoranda of understanding, agreements or like documents which your school district has entered into with the following institutions of higher education:*
 - o *Evangel University*
 - o *Missouri State University*
 - o *Drury University*
- *One copy of any handbook regarding STUDENT TEACHING arrangements provided to the school district by the institutions of higher education listed above.*
- *One copy of any letter or form regarding the STUDENT TEACHING placement process generated by the institutions of higher education listed above.*
- *One copy of any standardized letter, form, or application regarding the STUDENT TEACHING placement process from teachers, principals or persons in your central office to the institutions of higher education listed above.*

In response, you may send e-files to me at cchen@nctq.org, or mail it to my attention at:

National Council on Teacher Quality
1120 G Street, NW, Suite 800
Washington, DC 20005

Thank you in advance for your assistance!



Helping today's kids fill tomorrow's promise.

John E. Jungmann, Ed.D.
Superintendent

October 16, 2014

Ms. Carolyn Chen
Analyst, Data Collection
National Council On Teacher Quality
1120 G Street, NW, Suite 800
Washington, D.C. 20005

Dear Ms. Chen:

This letter will respond to your email dated September 18, 2014, which was addressed to Marsha Bishop, Employment Analyst. The email was forwarded to me on October 14, 2014. Your email requests certain public records pursuant to the Missouri Sunshine Statute.

Initially it is noted that all requests pursuant to the Missouri Sunshine Law should be directed to me as the District's Custodian of Records. The fact that you misdirected your request has slowed the processing of the request.

Further, in order to be subject to disclosure under the Missouri Sunshine Law, documents must constitute "public records" of the "public governmental body." In the case of the School District of Springfield, R-12, the "public governmental body" is the Board of Education for the School District of Springfield, R-12.

The term "public records" is defined in Section 610.010(6) RSMo. as follows:

(6) "Public record", *any record*, whether written or electronically stored, *retained by or of any public governmental body* including any report, survey, memorandum, or other document or study *prepared and presented to the public governmental body* by a consultant or other professional service paid for in whole or in part by public funds; provided, however, that personally identifiable student records maintained by public educational institutions shall be open for inspection by the parents, guardian or other custodian of students under the age of eighteen years and by the parents, guardian or other custodian and the student if the student is over the age of eighteen years. The term "public record" shall not include any internal memorandum or letter received or prepared by or on behalf of a member of a public governmental body consisting of advice, opinions and recommendations in connection with the deliberative decision-making process of

said body, unless such records are retained by the public governmental body or presented at a public meeting.” [emphasis added]

Generally, the District will not provide you with any public documents which may be encompassed by your request and which are closed records under the Sunshine Law. Included in these closed public documents are the following:

- The minutes of closed meetings of the Board of Education which were closed pursuant to Section 610.021 RSMo, and not otherwise required to be revealed;
- Privileged communications between the Board of Education or its representatives and its attorneys pursuant to Section 610.021(1) RSMo;
- Records involving the hiring, firing, disciplining or promoting of particular employees by the Board of Education when personal information about the employee is discussed or recorded, except those public records which have been made public pursuant to Section 610.021(3) RSMo;
- Records involving software codes for electronic data processing and documentation thereof pursuant to Section 610.021(10) RSMo;
- Documents related to a negotiated contract until a contract is executed, pursuant to Section 610.021(12) RSMo;
- Documents which constitute individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, pursuant to Section 610.021(13) RSMo;
- Records which are protected from disclosure by law pursuant to Section 610.021(14) RSMo, including but not limited to information covered by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g;
- Confidential or privileged communications between a public governmental body and its auditors, including all auditor work product pursuant to Section 610.021(17) RSMo;
- Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between the Board of Education and a person or entity doing business with the Board pursuant to Section 610.021(21) RSMo.

With this information in mind, the District’s Board of Education provides you with the following response concerning your requests for public documents.

Request No. 1: “One copy of any and all current STUDENT TEACHING contracts, memoranda of agreement, memoranda of understanding or like documents which the your school district has entered into with the following institutions of higher education:

- Evangel University

- Missouri State University
- Drury University”

Response: We interpret your request to ask for “public records” maintained by the District’s Board of Education which constitute agreements with institutions of higher education regarding the placement of their students in the District as student teachers during school year 2014-15. There are “public records” which meet your request. Copies of the MOUs for Evangel University and Drury University are attached. We have not yet received this year’s completed MOU from Missouri State University.

Request No. 2: “One copy of any handbook regarding STUDENT TEACHING arrangements provided to the school district by institutions of higher education listed above.”

Response: The District has no such documents.

Request No. 3: “One copy of any letter or form regarding the STUDENT TEACHER placement process generated by the institutions of high education listed above.”

Response: We believe the information you are seeking is contained on the District’s website as follows:

General information regarding Student Teaching in the District can be found at:
<http://springfieldpublicschools.mo.org/humanresources/studentteaching.htm>

Request No. 4: “One copy of any standardized letter, form or application regarding the STUDENT TEACHER placement process from teachers, principals or persons in your central office to the institutions of high education listed above.”

Response: The District has no such documents.

Thank you for your request.

Sincerely,



Kathy Looten
Executive Office Liaison/Records Custodian

cc: Ransom A Ellis, III

Memorandum of Understanding
Between The School District of Springfield R-12 and
The Undersigned Educational Institution

RECEIVED
OCT 15 2014
SPS HUMAN
RESOURCES OFFICE

This memorandum of understanding (MOU) is written in the spirit of cooperation and good faith between Springfield Schools and the educational institution listed above. Springfield Schools recognizes that in order to recruit and retain the highest level of talent in classroom teaching, communities must have a collaborative relationship between public education and local institution of higher learning. The Springfield community is fortunate to be home to several highly reputable colleges and universities with strong education programs. The intent of this MOU is to outline the processes employed by Springfield Schools and its partners in student teaching so that a rich and fulfilling experience is provided to the student teacher and the students of the District. With this intent, the following terms are agreed to by all parties with regard to student teaching within Springfield Schools:

1. **Assignment of Student Teachers.** The educational institution named above (hereafter referred to as "the institution") will only select students for assignments as student teachers who have successfully completed all the prerequisites for student teaching. Personnel from the institution and the School District of Springfield R-12 (hereafter referred to as "District") shall collaborate on the placement of the student teachers into the District's educational buildings to allow those students to receive an educational experience.
 - a. In the performance of the student teaching experience contemplated by this MOU, the student teacher shall not be an employee of the District.
 - b. The District will select certified and experienced classroom teachers to work with the student teachers during the semester.
2. **Confidentiality.** The institution and each student teacher assigned pursuant to this MOU shall maintain confidentiality concerning District's students as required by the Family Educational Rights and Privacy Act (FERPA) and the statutes of the state of Missouri. Prior to placing a student teacher in a District program or building, the institution shall provide training to the student regarding the requirements of FERPA and applicable Missouri Statutes.
3. **Non Discrimination.** The District and the institution give assurance that each is an equal opportunity employer and does not discriminate against any employee, student, or applicant for employment or registration in a course of study or in its services to people on the basis of race, color, religion, sex, national origin, ancestry, age, disability or veteran status.
 - a. The parties agree to comply with all laws and regulations applicable to this Agreement.
 - b. The institution agree that its employees, agents, representatives and student teachers will refrain from discrimination against any District employee, student, parent or patron, on the basis of the person's race, color, religion, sex, national origin, ancestry, age, disability or veteran status, during any activity connected to this Agreement.
4. **Liability.** The institution understand and agree that the District, as a political subdivision of the State of Missouri, has its liability limited by the Missouri sovereign immunity statutes, Section 537.600 *et seq.* RSMo. The institution further understand that nothing in this Agreement shall constitute a waiver of the District's right to sovereign immunity pursuant to the laws of the State of Missouri.
 - a. The institution assume any and all responsibility for personal injury and property damage attributable to: (a) the willful or negligent acts of its agents, employees, student teachers or students while they are

engaged in any activity connected to this Agreement; and (b) injury to its agents, employees, student teachers or students while they are on District property or engaged in any activity connected to this Agreement.

5. **Term/Termination of MOU.** This MOU shall be effective on the date signed by each of the parties and shall remain in effect until written notice of termination by any one of the institution to the District or vice-versa.

6. **Responsibilities of the Institution.**

- a. The institution shall insure that each student teacher or employee who is engaged in any activity connected with this MOU is familiar with, and complies with the policies of the District's Board of Education, the Parent/Student Handbook and all policies/rules applicable to the District building to which the person is assigned.
- b. The institution will ensure that each student teacher is fingerprinted and background checked in accordance with Missouri law and the policies of the District. It is understood that the District reserves the right to refuse to allow any person to have access to its students, employees or buildings as a result of information obtained through the background check, or for any other reason, at the discretion of the District.

It is through an abundance of mutual respect and understanding of respective missions that we, the undersigned, agree to the terms set forth in this MOU.

For the institution:

Institution Name	Name/Title of Signee	Signature	Date
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<u>Evangel University</u>	Dr. Tilahun Adera / Provost / V.P. Academic Affairs	<u>Tilahun Adera</u>	<u>10/13/14</u>
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For the District:

Signature	Date

Name/Title

**Memorandum of Understanding
Between the School District of Springfield R-12 and
Evangel University**

Addendum

Evangel University ("University") and The School District of Springfield, R-12 ("District") entered into a Memorandum of Understanding entitled "Memorandum of Understanding Between the School District of Springfield R-12 and the Undersigned Educational Institution" ("Memorandum"). This Memorandum was signed by the University on 10/13/14 and governs the use of the University's students as student teachers in District classrooms. The University and District agree that the terms of this Memorandum shall govern where the terms of any other agreement conflict with the Memorandum, including but not limited to the agreement signed by the District on _____ entitled "Memorandum of Understanding – Missouri Standards for the Preparation of Education – Standard #3: Field & Clinical Experiences".

Signed:

For the District:

For Evangel University:

Signature

Date

Jilahn Odera
Signature

10/13/14
Date

Name

**Memorandum of Understanding
Between The School District of Springfield R-12 and
The Undersigned Educational Institution**

This memorandum of understanding (MOU) is written in the spirit of cooperation and good faith between Springfield Schools and the educational institution listed above. Springfield Schools recognizes that in order to recruit and retain the highest level of talent in classroom teaching, communities must have a collaborative relationship between public education and local institution of higher learning. The Springfield community is fortunate to be home to several highly reputable colleges and universities with strong education programs. The intent of this MOU is to outline the processes employed by Springfield Schools and its partners in student teaching so that a rich and fulfilling experience is provided to the student teacher and the students of the District. With this intent, the following terms are agreed to by all parties with regard to student teaching within Springfield Schools:

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 - b. The District will select certified and experienced classroom teachers to work with the student teachers during the semester.
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3. **Non Discrimination.** The District and the institution give assurance that each is an equal opportunity employer and does not discriminate against any employee, student, or applicant for employment or registration in a course of study or in its services to people on the basis of race, color, religion, sex, national origin, ancestry, age, disability or veteran status.
 - a. The parties agree to comply with all laws and regulations applicable to this Agreement.
 - b. The institution agree that its employees, agents, representatives and student teachers will refrain from discrimination against any District employee, student, parent or patron, on the basis of the person's race, color, religion, sex, national origin, ancestry, age, disability or veteran status, during any activity connected to this Agreement.
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It is through an abundance of mutual respect and understanding of respective missions that we, the undersigned, agree to the terms set forth in this MOU.

For the institution:

Institution Name	Name/Title of Signee	Signature	Date
<u>Drury University</u>	<u>LAURIE EDMONDSON</u> DIRECTOR, SCHOOL OF ED	<u>Laurie Edmondson</u>	<u>8-28-14</u>

For the District:

<u>Parker McKenna</u>	<u>8/29/14</u>
Signature	Date

Parker McKenna, CHRO
Name/Title