

**STATEMENT OF AGREEMENT (MOU)**

This agreement is hereby made and entered into between THE CATHOLIC UNIVERSITY OF AMERICA (hereinafter "the University") and the School District/School, Agency, Organization, [insert name of site](hereinafter "the Site"),

WHEREAS, the University is an educational institution providing a degree program in Education; and

WHEREAS, field experience is a required and integral part of that degree program; and

WHEREAS, the Site, either by itself or through its various schools, possesses the facilities, professional expertise and student population to partner with the University to provide teacher education and other professional experience (e.g., field experience) to the University's candidates enrolled in the Education degree program;

Now THEREFORE, the following are the complete terms and conditions that the parties intend to be legally bound:

# Duties and Responsibilities of the University

* 1. Administration of Program: The University, in consultation with the Site, has responsibility for the administration of the teacher education program, including, but not limited to curriculum content, grading, requirements for matriculation, credits, scheduling, and field experience hours.
	2. Supervision of Candidates: The University shall designate its own faculty qualified by training and experience to collaborate with Site faculty to supervise candidate field experience in the Teacher Education program.
	3. Policies of the University: The University shall inform all candidates and faculty of their responsibilities under this agreement including their obligation to abide by the rules and regulations of the Site.
	4. Number of Candidates: The University agrees to provide the Site with the number of candidates to be mutually agreed upon for the days and hours mutually agreed upon.
	5. Health Status: The University shall require candidates participating in the teacher education program to meet the health requirements of the Site and/or state regulatory agency. Proof of compliance may be requested before participation in the program.
	6. Liability Insurance: The University shall provide and maintain, or require each candidate and faculty member to carry and maintain insurance to cover professional liability.
	7. Indemnification: The University shall indemnify and hold harmless the Site against claims of liability arising from negligence of University agents participating in this program.
	8. Notification: The University shall notify the Site of any changes in faculty, curriculum, and policy that will materially affect the teacher education field experience program.

# Duties and Responsibilities of the Site

* 1. Structure of Program: The Site agrees to collaborate with the faculty of the University in developing curriculum that meets the requirements of the program. The Site also agrees to provide learning experiences that are compatible with the mission of the University.
	2. Liaison: The Site shall appoint a person to serve as liaison and agent of the Site between the facility and the University.
	3. Identification of Site faculty: The Site agrees to consult the University regarding the identification of the Site faculty supervising the candidates in the Education programs and to notify the University if changes occur.
	4. Facilities: The Site shall provide facilities appropriate for successful and safe completion of field experience.
	5. Orientation: The Site shall orient the faculty and candidates to the rules, regulations, and practices of the facility.
	6. Responsibility: The Site retains full responsibility for the safety and care of all students, including the University’s Candidate.
	7. Rules and Regulations: The Site retains full responsibility for providing, implementing and enforcing all rules and regulations regarding the facility. The Site shall provide notice and accompanying material directly to the candidate.
	8. Background Checks: The Site retains full responsibility for conducting any background check (including criminal checks) on the candidate.
	9. Safety: The Site agrees to provide the University with information about criminal and other dangerous conditions existing within and adjacent to the neighborhood of the Site promptly upon its own notification of same.
	10. Reservation of Rights: The candidate may have their internship terminated if they are not able to fulfill the essential duties of the internship, which includes attendance and following all rules and procedures of the School and University.
	11. Candidate Progress Reports: The Site shall collaborate with the University to evaluate the candidate's work performance.
	12. Student Records: Pursuant to the Family Educational Rights and Privacy Act (FERPA), the Site shall protect the confidentiality of the candidate's records and shall not release any information without written consent from the candidate unless required to do so by law or permitted to do so under the terms of this agreement. For purposes of this agreement, the University supervisor on Site at the clinical placement is considered a school official under the Family Educational Rights and Privacy Act for the purpose of allowing open communication between the Site and the University with respect to the candidate’s performance on Site.
	13. Liability: The Site agrees to maintain in force during the term of this agreement, bodily injury, property damage and professional liability insurance, with coverage of at least $1,000,000 per claim and an aggregate of $3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence, rising out of, or caused by, the activity which is the

subject of the agreement, and will furnish a certificate evidencing that such insurance is in force to the University.

* 1. Indemnification: If the Site is a state agency, it shall indemnify and hold harmless the University, its departments, officials, employees, candidates, agents and servants against claims, liabilities or expenses (including attorney's fees), arising as a result of any direct or indirect, willful or negligent action or omission of the Site or its officials, employees, agents and servants. Liability of the Site shall be limited to the provisions and limits of the Local Government Tort Act for the jurisdiction or the Federal Employees Liability Reform and Tort Compensation Act, 28 U.S.C. 2679(b)-(d) (whichever is applicable).
	2. If the Site is not a state agency, it shall indemnify and hold harmless the University, its agents, candidates and employees, from any and all liability, damage, expense, cause of action, suits, claims of judgments arising from injury to person or personal property or otherwise which arises out of the act, failure to act or negligence of the Site, its agents and employees, in connection with or arising out of the activity which is the subject of this agreement.

# Mutual Terms and Conditions

* 1. Duration of Agreement: This agreement shall be made effective from to

*month / day/ year month / day/ year*

* 1. Termination of Agreement: The University and/or the Site may terminate this agreement, for any reason, by giving the other party written notice thirty (30) days prior to the effective date thereof.
	2. Relationship of Parties: The University and the Site shall be considered independent contractors to one another. This agreement shall not create a legal partnership, joint venture, or association between the University, any of its candidates, and the Site.
	3. Clinical Partnerships and Practice: The University ensures that effective partnerships and high-quality clinical practice are central to preparation so that candidates develop the knowledge, skills, and professional dispositions necessary to demonstrate positive impact on all P-12 students’ learning and development.
		1. Partnerships for Clinical Preparation:

University and site co-construct mutually beneficial P-12 school and community arrangements, including technology-based collaborations, for clinical preparation and share responsibility for continuous improvement of candidate preparation. Partnerships for clinical preparation can follow a range of forms, participants, and functions. They establish mutually agreeable expectations for candidate entry, preparation, and exit; ensure that theory and practice are linked; maintain coherence across clinical and academic components of preparation; and share accountability for candidate outcomes.

* + 1. Clinical Educators:

University and site co-select, prepare, evaluate, support, and retain high-quality clinical educators, both provider- and school-based, who demonstrate a positive

impact on candidates’ development and P-12 student learning and development. In collaboration with their partners, providers use multiple indicators and

appropriate technology-based applications to establish, maintain, and refine criteria for selection, professional development, performance evaluation, continuous improvement,

and retention of clinical educators in all clinical placement settings. The clinical educator requirements shall be documented on and in accordance with the qualifications for clinical educators. (See attached appendix)

* + 1. Clinical Experiences:

University and site work collaboratively to design clinical experiences of sufficient depth, breadth, diversity, coherence, and duration to ensure that candidates demonstrate their developing effectiveness and positive impact on all students’ learning and development. Clinical experiences, including technology-enhanced learning opportunities, are structured to have multiple performance-based assessments at key points within the program to demonstrate candidates’ development of the knowledge, skills, and professional dispositions, as delineated in Standard 1, that are associated with a positive impact on the learning and development of all P-12 students.

* 1. Interpretation of the Agreement: This agreement shall be governed by the laws of the District of Columbia.
	2. Nondiscrimination: The parties agree that neither shall discriminate based on Title VI of the Civil Rights Act of 1964 with respect to race, age, sex, color, creed, or national origin; Title IX of the Educational Amendments of 1972; and relevant provisions of the Americans with Disabilities Act.
	3. Modification of Agreement: All modifications, waivers, or alterations to this agreement must be approved in writing by both parties.
	4. Entire Agreement: This agreement represents the complete understanding between the University and the Site. It shall supersede prior oral or written understandings and promises relating to this subject matter.

# Authorization

J. Stephen Brown

Vice Provost and Dean of Graduate Studies, The Catholic University of America

Name of Site

Address

City/State/Zip Code

Phone Number

Authorized Signature Authorized Signature

Printed Name Printed Name

Title Title

Date Date