

# Memorandum of Understanding SHSU Clinical Teaching

## SAMPLE MOU FOR SCHOOL DISTRICT PARTNERSHIPS

**Parties.** This Memorandum of Understanding (MOU) is entered into as of the date of full and final execution below (the Effective Date), by and between Sam Houston State University (SHSU or University), an agency authorized under the laws of the State of Texas, and member institution of the Texas State University System (TSUS), through its College of Education at Sam Houston State University (SHSUCOE), and ISD (hereinafter ISD or the District), individually, ISD and SHSUCOE may be referred to as Party, and collectively as Parties.

WHEREAS, the parties to this Memorandum of Understanding (MOU) desire to continue their support of SHSUCOE Clinical/ Student Teachers, serving elementary and secondary grade-levels, for the completion of the clinical/ student teaching experience required by the State of Texas and the State Board for Educator Certification for the certification of teachers.

**Purpose.** The purpose of this MOU is to articulate the goals of the partnership and to specify each Party's responsibilities associated with implementing SHSUCOE Clinical/Student Teaching and to improve educator preparation, with the end goal of improving ISD student achievement.

### A. COLLABORATIVE GOALS

#### *Goal 1*

Recruit, support, and retain a diverse novice-teacher workforce that is prepared to meet the needs of students in schools within ISD.

#### *Goal 2*

Support in-service educators in ISD in their professional learning goals and in their development as teacher leaders.

#### *Goal 3*

Develop and sustain district-university partnerships that support novice teachers' induction experiences.

### B. DEFINITIONS

- 1) Teacher Candidate: An SHSU student admitted to the educator preparation program but not yet a clinical teacher.
- 2) Clinical Teacher or Student Teacher: A supervised educator who has been admitted to an educator preparation program (EPP); who has completed all the prerequisite requirements established by SHSUCOE for clinical teaching; and who is collaboratively assigned to a clinical/ student teaching placement by the educator preparation program (EPP) and campus administrator in ISD.
- 3) Clinical Teaching or Student Teaching: A supervised educator assignment through an educator preparation program at a public school accredited by the Texas Education Agency (TEA) or other school approved by the TEA for this purpose that may lead to completion of a standard certificate.
- 4) Cooperating Teacher or Mentor Teacher: For a Clinical Teacher candidate, an educator who is collaboratively assigned by the educator preparation program (EPP) and campus administrator; who has at least three (3) years of successful teaching experience; who is an accomplished educator as shown by student learning; who has completed Cooperating Teacher training, including training in how to coach and mentor teacher candidates, by the EPP within three (3) weeks of being assigned to a Clinical Teacher; who is currently certified in the certification category for the Clinical Teaching assignment for which the Clinical

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Teacher candidate is seeking certification; who guides, assists, and supports the candidate during the candidate's clinical teaching assignment in areas such as planning, classroom management, instruction, assessment, working with parents, obtaining materials, district policies; and who reports the candidate's progress to that candidate's field/ university supervisor. The Cooperating Teacher shall not be related to the Clinical Teacher by blood (consanguinity) within the third degree or by marriage (affinity) within the second degree.

- 5) Field Supervisor or University Supervisor: A currently certified educator, hired by the educator preparation program (EPP), who preferably has advanced credentials, to observe candidates, monitor their performance, and provide constructive feedback to improve their effectiveness as educators. A Field Supervisor shall have at least three (3) years of experience and current certification in the class (teacher, principal, reading specialist, educational diagnostician, superintendent, school librarian, etc.) in which supervision is provided. A Field Supervisor shall be an accomplished educator as shown by student learning. A Field Supervisor with experience as a campus-level administrator and who holds a current certificate that is appropriate for a principal assignment may also supervise classroom teacher, master teacher, and reading specialist candidates. A Field Supervisor shall not be employed by the same school where the Teacher Candidate being supervised is completing his or her clinical teaching, internship, or practicum. A Mentor, Cooperating Teacher, or Site Supervisor, assigned as required by TAC §228.35(f), may not also serve as a Teacher Candidate's Field Supervisor. The Field Supervisor shall not be related to the Clinical Teacher by blood (consanguinity) within the third degree or by marriage (affinity) within the second degree.

### C. SHSUCOE RESPONSIBILITIES

- 1) Recommend for placement only those Teacher Candidates and Student Teachers who have earned a satisfactory record and have met the requirements established by the University.
- 2) Request Clinical Teacher placements that align with the certification area and grade span of the Clinical Teacher.
- 3) Provide ISD the right to refuse placement for any Clinical Teacher based on any information obtained during the application process that does not meet ISD standards.
- 4) Inform Teacher Candidates of their responsibilities, which shall include:
  - a. Providing their own transportation to and from their assigned campus as well as any meals or snacks required during the Program.
  - b. Provide any information necessary for completion of the District's hiring process, which shall include, but is not limited to: criminal background checks, health information, and an interview.
- 5) Dedicate and support Field Supervisors to serve as a support system to Clinical Teachers who complete Clinical Teaching in ISD. On a day-to-day basis, the Field Supervisor will provide support to Clinical Teachers placed in ISD schools and collaborate with building administrators and Cooperating Teachers.
- 6) Recruit and screen talented, committed, diverse Teacher Candidates prepared to teach in high-needs areas.
- 7) Provide Teacher Candidates coursework leading to the conferral of a bachelor's degree in education.
- 8) Use Clinical Teachers' assessment data (*i.e.*, information about subject-area, pedagogy, impact on formative and summative student achievement) to modify and adjust teacher education programs to better foster graduates' mastery of competencies. Assessment data will include the regular and frequent use of video-capture as one mechanism by which improvement of Clinical Teachers instructional practice is achieved. Video-capture of

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Clinical Teachers will not be published without valid consents as required by FERPA and all other applicable privacy law, regulation, or policy. In recognition of the sensitivity of this practice, video of candidates' instruction will be captured under the district media permission in the following manner:

- a. Capture of video. SHSUCOE will:
    - i. Center the Clinical Teacher as the focal point of the video;
    - ii. Unless otherwise required, the camera will be positioned in the classroom in such a manner so as to minimize capture of ISD students' faces, though some incidental exposure is likely; and
    - iii. Direct its Clinical Teachers to determine with ISD administrators the identity of any students that have circumstances forbidding recording – and in such cases, the student or the camera will be positioned in such a way so as to not capture these student/s in the recording. The student exception will be documented by the Clinical Teacher.
  - b. Handling and storage of video capture. SHSUCOE will:
    - i. Restrict only authorized individuals to access videos (cooperating teachers, field supervisors, site-coordinators, and pertinent SHSUCOE faculty and staff). Access authorization will be established by the Director of Innovative Partnerships with concurrence from the dean;
    - ii. Prepare all Clinical Teachers to utilize a password protected, FERPA compliant video capture system for any recording associated with SHSUCOE course assignments or performance assessments; and
    - iii. Coordinate maintenance of video on the secure platform for a period of ten (10) years from time of capture.
  - c. Use of video for instructional purposes. SHSUCOE will upload video to the secure system:
    - i. For purpose of Clinical Teachers' self-observation and self-evaluation of instructional practices;
    - ii. To be used by SHSUCOE faculty members for purposes of observation and evaluation of the Clinical Teachers' instructional skills;
    - iii. To be used for purposes of program evaluation;
    - iv. To be used by SHSU researchers to extract data relevant to instructional competencies of Clinical Teachers, for the purposes of studying teacher skill development and to share findings with the scientific community in accordance with applicable law; and
    - v. In no case will images of ISD students appear in a public forum for purposes of self, candidate, program evaluation, or for purposes of research presentation unless the identity of students is completely masked (e.g., blurring of facial or other identifying features).
- 9) Train and require Teacher Candidates and Clinical Teachers to abide by the rules of conduct contained within the SHSUCOE Student Handbook, SHSU policies, and TSUS policies, Texas Educator Code of Ethics, FERPA, responsibilities for participation in clinical teaching, and the ISD Policies and Procedures. In the event of student misconduct that violates criminal law or requires disciplinary action, all applicable ISD and SHSUCOE policies will be followed.
- 10) Brief all staff involved in the Clinical Teacher evaluation process on all standard data collection security procedures, and the criticality of protecting student identity from unauthorized disclosure.

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- 11) Conduct observations of Clinical Teachers using the T-TESS Observation Instrument. Copies of each observation will be provided to the observed Clinical Teacher and Cooperating Teacher.
- 12) To the extent SHSUCOE has access to student education records, SHSU shall not use such education records for any purpose other than in the performance of the Agreement and in accordance with FERPA.
- 13) Provide Clinical Teachers, Field Supervisors, Cooperating Teachers, ISD personnel access to curriculum requirements, evaluation forms, project descriptions, handbooks, calendars, schedules, or any other documentation or materials necessary to effectively facilitate and support the Clinical Teacher during clinical teaching.

## *D. ISD RESPONSIBILITIES*

- 1) ISD will inform parents of the use of video capture technology in ISD classrooms and explain the measures taken to specifically avoid video capturing their students. ISD will incorporate on its parent-permission form that media coverage includes the use of video-capture technology in classrooms for purposes of evaluating and improving the instructional practice of SHSUCOE Clinical Teachers.
- 2) Allow SHSUCOE personnel to conduct observations of Clinical Teachers either in-person, by synchronous virtual technology or via video capture technology, as approved by TEA.
- 3) Allow Clinical Teachers to attend ISD campus and district orientations and trainings.
- 4) Provide access to ISD resources including but not limited to curriculum documents, emails, online resources, libraries, forms, student records, and professional development opportunities.
- 5) Formally determine and publish that SHSUCOE is a “school official”, as this term is defined under FERPA.
- 6) Provide a Cooperating Teacher for each Clinical Teacher who meets the requirements outlined in Section B of this MOU.
- 7) Train each Cooperating Teacher according to TEA/SBEC rules outlined in TAC 228.2.
- 8) Keep the University informed of Clinical Teacher performance and notify SHSUCOE any time the Clinical Teacher fails to make satisfactory progress.
- 9) Direct Cooperating Teachers to complete all assessments of Clinical Teachers as required by SHSUCOE in the platform designated by SHSUCOE.

## *E. JOINT SHSUCOE AND ISD RESPONSIBILITIES*

- 1) Representatives of ISD and SHSUCOE will meet two (2) times each year to review Program data, discuss implementation of the Program, and plan for future needs of ISD.
- 2) Select, train, support, and evaluate ISD teachers serving as Cooperating Teachers.
- 3) Dismiss, reassign, or take other appropriate action against a Clinical Teacher if it is deemed to be in ISD’s and SHSUCOE’s best interest.
- 4) Collaborate with SHSUCOE to identify schools, principals, and Cooperating Teachers to participate in the Program’s teacher preparation initiative, and support fidelity of implementation.
- 5) Collaborate to provide appropriate Clinical Teacher placements that allow the Clinical Teacher to meet all certification requirements.
- 6) Approve all Clinical Teacher placements.
- 7) Establish ongoing, open communication between the University staff and the District to ensure understanding of the expectations and roles of both institutions.
- 8) Comply with all state and federal laws and regulations.

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- 9) For the purpose of the Agreement, pursuant to FERPA, the University hereby designates the District as a school official with a legitimate educational interest in the educational records of Student Teachers who participate in educational programs with the District to the extent that such records are required or provided to the District to facility this Agreement. The District agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
- 10) The University strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. The District is required to make any information created or exchanged with the State pursuant to this Agreement that is not otherwise excepted from disclosure under the Texas Public Information Act available in a format that is accessible by the public at no additional charge to the State. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.
- 11) No participating faculty member or Clinical Teacher shall for any reason be deemed to be an employee, agent, ostensible or apparent agent, or servant of the District.

## F. CONTACTS

Technical contacts for the MOU execution described herein are as follows:

### SHSUCOE

Jessica Jemison-Williams  
Director of Innovative Partnerships  
Sam Houston State University  
jjemison@shsu.edu  
(936) 294-1041

### ISD

Contact Person  
Contact Title  
ISD  
Contact Email  
Contact Phone

## G. NOTICE

Notice under this MOU must also be written and delivered to the person or department named below: (1) by hand delivery, (2) by United States mail, or (3) by email. Notice will be effective upon physical delivery of the notice by messenger service; or, four (4) business days after the date of mailing by certified mail, return receipt requested; or upon acknowledgement of notice by the email recipient, either by return receipt or reply email. If no email receipt or reply has been received by the sender within one (1) business day from emailing the notice, the notice is deemed incomplete and sender must send notice by messenger or certified mail.

If to SHSU: Sam Houston State University  
Attn.: Jessica Jemison-Williams  
Address: PO Box 2119  
Huntsville, Texas 77341  
jjemison@shsu.edu

If to ISD: ISD  
Attn.:  
Address  
City, State, Zip

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## Email

### *H. MODIFICATIONS/TERMINATION*

This MOU shall be effective upon signature by both parties and expires five (5) years from execution. This MOU may be amended at any time by mutual written agreement of the parties. Either party may terminate this MOU without cause and without penalty by providing forty-five (45) days prior written notice to the other party. Either Party may immediately terminate this MOU for cause in the event that the other Party (a) fails to satisfactorily perform its obligations under this MOU; (b) commits an act or omission that adversely affects a student; (c) becomes insolvent or commits acts of bankruptcy; and/or (d) in the event that the other Party loses its academic accreditation. In the event of breach or default subject to the ability to cure, the Party alleging the breach will provide the other Party written notice of such breach and will provide that Party twenty (20) calendar days in which to cure or otherwise comply. If the Party alleged to have committed a breach fails to cure within such twenty (20) day period or otherwise fails to comply in a manner that is satisfactory to the Party alleging the breach, the Party alleging the breach has the right to terminate the MOU immediately at any time thereafter and the right to seek any other remedy available to the Party for such breach. The District shall have the right to terminate this MOU in the event of any material changes in the degree programs or the academic or admission standards applicable thereto. The term of this MOU may be amended in writing upon approval of the Parties. After the initial term ending on \_\_\_\_\_, the MOU may be renewed annually for one-year periods upon written agreement for up to \_\_\_\_\_ years.

### *I. USE OF DATA*

Throughout the term of this MOU, and upon termination, each Party shall be solely responsible for data in its possession. Each Party will maintain the records created and maintained by that Party applicable to its performance under this MOU and in accordance with applicable law. Each Party will share records and documents that may be required for the other Party to undertake its obligations under the MOU. Except as required by applicable law, neither Party shall have the authority to access, use, or disclose transferred data for purposes other than those outlined in this MOU. The Parties agree to abide by all federal, state, or local laws, regulations, executive orders, and interpreting authorities, and SHSU, TSUS, and SHSUCOE and ISD Policies and Procedures as applicable to performance under this MOU. Applicable law includes, but is not limited to, FERPA and the Texas Public Information Act (TPIA). Except as defined under this MOU, neither Party will disclose data to another party for any reason unless required by law.

### *K. GOVERNING LAW; VENUE*

This MOU is governed by and interpreted under Texas law and Walker County, Texas will be the proper place for venue for any disputes involving this MOU.

### *L. LIMITATION ON LIABILITY*

It is understood and agreed that the Parties will not be liable for any negligent or wrongful acts, either of commission or omission, chargeable to it unless such liability is imposed by Texas law and that this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed to the other Party or to any third party. Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, regents, officers, employees, volunteers, or agents as a result of the execution of this MOU or its performance under this MOU. Nothing herein constitutes a waiver of the constitutional, statutory or common law rights, privileges, immunities or defenses of the Parties.

### *M. NOT EXCLUSIVE*

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The Parties acknowledge and agree that this MOU is non-exclusive and either Party may enter into similar arrangements with other institutions and entities for similar or identical scopes of work.

## *N. PUBLIC INFORMATION ACT*

Public Information Act: The Parties strictly adhere to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties are required to make any information created or exchanged with the State pursuant to this MOU, that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

## *O. NONDISCRIMINATION*

Nondiscrimination: The Parties hereto are committed to providing an inclusive education and work environment that offers equal opportunity and access to all qualified persons. In their execution of this MOU, the Parties, and others acting by or through them shall comply with all federal and State policies and laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the Parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Furthermore, nothing in this MOU shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to create an impermissible deficiency debt of either Party. Any breach of this covenant may result in termination of this agreement.

## *P. EXECUTION OF UNDERSTANDING*

The undersigned authorize this cooperative understanding under the aforementioned terms.

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Stacey Edmonson, Ed.D.  
Date  
Dean, College of Education  
Sam Houston State University

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Authorized Signatory Name  
Date  
Authorized Signatory Title  
ISD

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Christopher Maynard, Ph.D.  
Date  
Interim Provost and Vice President of Academic  
Affairs  
Sam Houston State University