

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is entered into by and between the \_\_\_\_\_ (“District”) and the University of Houston for the benefit of its College of Education (“University”) for the establishment of a Texas Teacher Residency Program (“TxTRP”) pursuant to Texas COVID-19 Learning Acceleration Support grant funding requirements. This Agreement shall be effective on \_\_\_\_\_ and shall continue until terminated by the parties pursuant to the terms herein, and/or the end of the \_\_\_\_\_ school year, whichever is earlier.

Whereas, the State of Texas, via the Texas Education Agency (“TEA”), has made Texas COVID Learning Acceleration Supports (“TCLAS”), a set of targeted funding supports, available to Local Education Agencies (“LEA”) to accelerate student learning in the wake of COVID-19;

Whereas, through TCLAS, TEA aims to:

- Provide a strategic approach to accessing learning acceleration supports that meet the local needs of students, teachers, communities, and school systems;
- Leverage statewide resources to allow for deeper, more targeted supports and services for school districts at a lower cost to the state;
- Develop coordinated and coherent supports for LEAs based on needs identified by Texas educators for the coming school year;

Whereas, District has applied for TCLAS grant funding, to create and support a TxTRP beginning with the 2021-2022 school year and continuing for the 2022-2023 and 2023-2024 school years;

Whereas, to receive TCLAS grant funding, District must collaborate with an approved Education Preparation Program (“EPP”) on the TEA’s Vetted Teacher Residency (“VTR”) Program list to develop and implement a sustainable teacher residency program;

Whereas, University is an approved EPP on TEA’s VTR Program list and District desires to collaborate with University to secure TCLAS grant funding, and create and support a sustainable teacher residency program;

Whereas, University desires to improve the preparation opportunities for aspiring teachers enrolled in the University’s College of Education by entering a collaboration with District to provide teaching practicum coursework in which eligible students may be employed by District in a teacher residency position as part of the District’s TxTRP; and

Whereas, the parties recognize that strong teaching residencies embrace collaboration, mutual benefit, and recognition of strengths across the collaboration.

Now therefore, in consideration of the individual and mutual promises of the parties, District and University agree as follows:

1. The parties will collaborate to:
  - a. Provide clinical teachers/field residency students/practicum students with professional instructional coaching, to supervise the work and activities of teacher/educator candidates, and to engage in co-teaching/supervision models throughout the field placement period;
  - b. Establish a mentor/supervisor support program that provides the mentor/supervisor with the skill and resources to assist teacher/educator candidates in becoming highly competent in their subject areas, pedagogy, and specialized fields;
  - c. Establish a framework for sharing non-identified District performance data among District and University for the purposes of monitoring and evaluating the preparation and effectiveness of University teacher/educator candidates to the extent allowed by law;
  - d. Share and co-analyze non-identified PK-12 performance data with University for the purpose of specifically preparing teacher/educator candidates to positively impact PK-12 student learning and for the continuous improvement of the EPP to the extent allowed by law;
  - e. Participate in ongoing collaborative assessment of the University's educator preparation program and the District TxTRP through the examination of clinical teacher and practicum student data, cooperating teacher and site supervisor feedback and all other data sources, as applicable.
2. Maintain open channels of communication between the parties by:
  - a. Designating appropriate personnel to jointly oversee implementation of this Agreement, and foster an on-going collaboration capable of supporting a sustainable teacher residency program within the District;
  - b. Participating in quarterly meetings to address both short-term needs and long-term planning to achieve the ultimate goals of the collaboration;
  - c. Developing shared processes and responsibilities, including processes for ongoing communication and feedback between the parties;
  - d. Creating guidance documents for necessary for implementation of the District TxTRP.
3. Nothing herein affects or limits any other existing and/or separate relationship and/or agreement between the parties related to the placement of practicum or internship students within District by the University to the extent that the student is not participating in District's TxTRP.
4. University is not responsible for wages, social security taxes, medical insurance, or workers' compensation insurance for students participating in the District's TxTRP. To the extent that University students are employed by University independent of this Agreement, this paragraph, will not apply.
5. District is not responsible for wages, social security taxes, medical insurance, or workers' compensation insurance for University personnel or students under this Agreement. To the extent that District employs University students independent of this Agreement, this paragraph will not apply. District is solely responsible for all decisions related to its employment of a University student, including University students employed by District in a teacher residency position as part of the District's TxTRP.

6. Any University student employed by District as a teacher resident in the District's TxTRP must meet all employment criteria established by District and is no way entitled to, or guaranteed, continued employment by the District.
7. District may make legally permissible employment decisions regarding a University student employed by District as a teacher resident in the District's TxTRP, including but not limited to adverse employment actions up to and including termination of the University student's employment, at any time regardless of the student's completion of University coursework and/or practicum, internship, or residency program requirements.
8. The University (and District, pursuant to subsection i below) further agrees to:
  - a. Collaborate with the District to select high quality University field supervisors for the EPP, including the residency program;
  - b. Restrict the activities of any faculty assigned under Paragraph 8(a) from performing any service of District, except in the course of the performance of University field instructions, unless otherwise contracted;
  - c. Provide programming ensuring that teacher/educator candidates meet state and federal guidelines for quality educator preparation;
  - d. Identify University students eligible to participate in a paid residency program based on the University's College of Education Program requirement;
  - e. Provide District with written notice if a student becomes ineligible for participation in a paid residency program as soon as possible following the University's discovery of such information;
  - f. Upon written request from District, withdraw any student whose performance is unsatisfactory or whose conduct is unacceptable to the District;
  - g. Comply with District policies and procedures and ensure that all University course instructors, field supervisors, clinical teachers, residents, and practicum students are aware of these policies;
  - h. Respect the mission of the District, and both respect and require all University personnel and students to accept District clientele, staff, and administrators, regardless of race, ethnic origin, sex, age, religion, or political belief;
  - i. Require the residency students to comply with state and federal law, and District policies, procedures, and regulations, including but not limited to:
    - i. **FERPA:** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA"), each party hereby designates the other party as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by either party to carry out the Program. Each party agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA; and
    - ii. **HIPAA:** To the extent applicable to this Agreement, each party agrees to comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated hereunder, including without limitation, the federal privacy regulations contained in 45 C.F.R, Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standard contained in 45 C.F.R. Parts 160, 162,

and 164 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 ("Federal Electronic Transaction Regulations") all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements"). Each party agrees not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or Individually Identifiable Health Information (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement. Each party agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements; and

- iii. **State and federal background/criminal history requirements:** State and/or federal background/criminal history requirements must be satisfied by any/all graduate assistants prior to performing any work under this Agreement. *See* Exhibit B (SB 9 Criminal History Information, and Certification).

9. District further agrees to:

- a. Designate a contact coordinator from the Department of Human Resources to serve as a liaison between District personnel and University personnel;
- b. Create and implement a TxTRP that meets all legal requirements of the TCLAS grant;
- c. Actively supervise, mentor, coach, and evaluate teacher candidates and practicum students using EPP processes, reporting requirements, and performance assessment tools in addition to any District-driven evaluation;
- d. Actively participate in program evaluation to support PK-12 student performance, inservice and preservice program effectiveness;
- e. Provide opportunities for teacher candidates and practicum students to attend District-level and school level professional development;
- f. When available, supply facility resources, such as a room, at a school site, to be used for trainings, collaborative meetings, and by educator candidates for course work and conferencing. To the extent possible, such room will be equipped with furnishings and technology to support programmatic, collaboration usage;
- g. Ensure teacher candidates and PK-12 students are in the presence of a certified teacher of record to the maximum extent possible;
- h. To the extent not in conflict with District policies and procedures, provide teacher candidates with log-on credentials to access the District's online resources.

10. Independent Contractor Status. It is the intention of the parties that each remain an independent contractor of the opposite party and no employment relationship exists between the parties. Neither party, its trustees, officers, employees, nor agents act will act as, or otherwise be treated as, an employee, agent, joint venturer, or partner of the opposite party.

11. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed or constructed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement. Nothing herein creates an individual or third-party entitlement or right to employment by the District.

12. Assignment. Neither this Agreement nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of the other party.
13. Liability. Neither party, its regents, trustees, officers, employees, or agents shall have any liability or responsibility for any claim or cause or action of any person or group arising from a) the use of property and/or equipment by the other party and both party's officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or b) noncompliance with the Agreement, or c) any act, omission, or negligence of the other party, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants, or visitors.
14. Entire Agreement. This Agreement and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement.
15. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
16. Force Majeure. The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.
17. Indemnification. Each party hereby to the extent authorized under applicable Texas law indemnifies and holds the other party harmless from and against any and all loss, damage or claim, arising from such party's acts or omissions arising under this Agreement.
18. No Waiver of Immunity. The execution of this Agreement and the performance of either party of any of its obligations hereunder does not, and are not intended to waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to District or University and their respective trustees, regents, officers, employees, or agents under federal or Texas Law.
19. Termination. Either party for any reason upon thirty (30) days prior written notice may terminate this Agreement without cause.
20. Inadequate funds. If, at any time, University or District shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable District to carry out the District's TxTRP, then University or District shall have the option to terminate this Agreement by giving ten (10) days' written notice to the other party.
21. Amendments. This Agreement may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this Agreement. All such changes shall be made in writing and agreed to by both parties.

22. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Harris County, Texas.

In witness whereof, District and University have executed this Agreement below:

**University of Houston**

**District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Note: Modification of this Form requires approval from the Office of General Counsel*