

MEMORANDUM OF UNDERSTANDING BETWEEN THE CONNECTICUT OFFICE OF HIGHER EDUCATION ALTERNATE ROUTE TO CERTIFICATION PROGRAM AND THE STONINGTON PUBLIC SCHOOLS

A. Purpose

1. The Connecticut Office of Higher Education Alternate Route to Certification Program (hereinafter, "ARC" or "the ARC Program") and the Stonington Public Schools (hereinafter, "the School") enter into the following Memorandum of Understanding (hereinafter, "MOU") as it relates to that portion of the ARC teacher preparation program in practicum and classroom experience conducted at the School. The School will provide classroom experience to the ARC Program's teacher candidates who are enrolled in the ARC Program.

The relationship between the School and the ARC Program will provide ARC teacher candidates (hereinafter, "teacher candidate" or "teacher candidates") opportunities for development of technical skills and promote excellence in the area of practicum and classroom experience.

This MOU, in its entirety, represents the full and complete understanding of the parties.

B. Responsibilities of the ARC Program

1. Plan and implement its educational program in consultation with the School.
2. Provide ARC Program teacher candidate objectives to ARC teacher candidates prior to assignment to a School experience.
3. Retain all completed teacher candidate evaluation forms.
4. Assign an ARC evaluator to coordinate the ARC Program conducted at the School.
5. Assure ARC evaluator and teacher candidate compliance with the policies and procedures of the School.
6. Assure that ARC evaluators and teacher candidates respect the confidential nature of all information relating to students, parents, and the School.
7. Assure that each teacher candidate is fingerprinted and has a criminal background check.
8. Assure that each teacher candidate has completed a Department of Children and Families background check.
9. Assure that each teacher candidate has a tuberculosis test and provides a physical examination note from a physician stating the teacher candidate is able to perform the essential duties of the program.
10. The ARC Program shall maintain the above documentation on file at its offices and shall provide a copy of such documentation to the School upon written request.
11. Teacher candidates shall assume financial responsibility for medical care or treatment required during their assignment to the School.
12. The ARC Program shall conform to the provisions of the Privacy Rule promulgated under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) Act (hereinafter, "FERPA") and any and all amendments regarding the use and disclosure of protected student information.
13. Assign teacher candidates to the School who have been instructed to act in a professional manner and conform to the rules and regulations of the School, and who have agreed to do so.
14. Notify the liaison person at the School of any known communicable disease contracted by a teacher candidate and made known to the ARC Program up to three (3) weeks after the supervised practice experience has ended.
15. For advertising purposes, limit use of the name of the School to brochures and publications that list affiliations of the ARC Program, and obtain prior written consent for all other written references to the School.
16. The ARC Program shall maintain insurance coverage (with coverage amounts satisfactory to the School) and general liability insurance coverage for its employees and premises with limits of at least \$1,000,000.00 per occurrence, and at least \$3,000,000.00 in the aggregate. The ARC Program further agrees that it will maintain said

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insurance coverage in full force and effect during the term of this MOU.

C. Responsibilities of the School

1. Provide educational opportunities to teacher candidates in the ARC Program in collaboration with the ARC evaluators.
2. Orient the teacher candidate to the physical facilities, policies and procedures of the School and site.
3. Provide an orientation to the teacher candidate assigned to the School, including instruction on the relevant policies and procedures of the School, including the site and department to which the teacher candidate is assigned.
4. Provide the ARC evaluators with written notice of changes in the policies and procedures of the School and site in which teacher candidates are assigned as soon as is practicable.
5. The School is responsible for obtaining emergency health care services for any teacher candidate covered by this MOU. The teacher candidate will be responsible for the cost of any services.
6. The School, on behalf of itself and its staff, officers, contractors, and employees, agrees to be bound by and follow the terms and provisions of FERPA and its accompanying regulations regarding any education records that it/they may receive and/or produce.
7. Provide a liaison person who shall be responsible for coordinating the supervised experience with designated representatives of the ARC Program.
8. Consult with the ARC Program in the event a teacher candidate's behavior or skills indicate a problem. The School reserves the right to require that a teacher candidate be terminated from an assignment for cause at the School. Moreover, the School reserves the right to require the teacher candidate to immediately leave the School's premises if such teacher candidate on the School's premises threatens the School's students, staff, or visitors or violates the policies of the School. The School will immediately notify the Director or Dean of the ARC Program in writing of such an occurrence.
9. Give the teacher candidate appropriate and timely evaluations and feedback concerning their achievement on forms provided by the ARC Program and provide the ARC Program with timely reports of such evaluations, typically at the midpoint and at the end of a program.
10. Assign teacher candidates to the School who have been adequately prepared for a program in the assigned area. The ARC Program shall inform the School of the level of training the teacher candidate has received prior to being assigned to the School.
11. Furnish the teacher candidate with current information about its curriculum, competencies and learning activities prior to the start of each teacher candidate's supervised practice experience.
12. Inform teacher candidates of the School's confidentiality and privacy requirements as provided to the ARC Program in advance of the supervised practice experience.
13. Instruct each teacher candidate to respect and preserve the confidential nature of the School's confidential or proprietary information that is not known to the public. The teacher candidate will maintain in strictest confidence any student information to which they may have access, and shall not disclose such information to any person without the express written consent of the School. The ARC Program will not conduct or make any formal or informal survey, research, inquiry or other study relating in any way to the School, its students, its clients, its staff or its programs without first obtaining review by and written approval of the School. No records of the School, including but not limited to student, financial, or other proprietary business records, shall be removed from the premises by any ARC teacher candidate under any circumstances. All such records shall be and remain the sole property of the School.

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14. Recognize, where applicable, that the School, as a "covered entity," must comply with the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (hereinafter, "HIPAA"), as amended from time to time, and as promulgated at any time during the term of this MOU (collectively, the "HIPAA Regulations"), with respect to the privacy and security of "protected health information" (hereinafter, "PHI," as defined in the HIPAA Regulations) created, transmitted, maintained or received by the School. The ARC Program shall instruct its teacher candidates to use appropriate safeguards to prevent use or disclosure of PHI except as authorized hereunder, and to notify the School of any such unauthorized use or disclosure promptly upon becoming aware thereof. The ARC Program shall instruct each teacher candidate to abide by all policies and procedures implemented by the School to ensure its compliance with the HIPAA Regulations, and require each teacher candidate to comply with the School's policy regarding student privacy and confidentiality.
15. Withdraw any teacher candidate from the placement whose progress, achievement or adjustment does not appear to justify his/her continuing with the placement. Wherever possible, such withdrawal shall be planned cooperatively by the ARC Program and the School and shall be considered only as a last resort.
16. Inform teacher candidates of the School's policy that ARC teacher candidates assigned to the School wear identification badges as requested by the School. Instruct the teacher candidates in regard to proper dress code expected of them by the School.
17. Designate a Program Coordinator to work with the Affiliation Liaison at the School in coordinating the academic aspects of the teacher candidates' education with the experience.
18. Inform teacher candidates that they shall at all times abide by the policies and procedures established and communicated by the School.
19. Represent and covenant that it will comply with all applicable federal and state statutes and regulations and the School's commitment to conduct its business in compliance with the School's ethical standards and business policies.
20. The School shall maintain insurance coverage (with coverage amounts satisfactory to the ARC Program) and general liability insurance coverage for its employees and premises with limits of at least \$1,000,000.00 per occurrence, and at least \$3,000,000.00 in the aggregate. The School further agrees that it will maintain said insurance coverage in full force and effect during the term of this MOU.

D. Mutual Responsibilities of the ARC Program and the School

1. The school shall report in writing to the Director or Dean of the ARC Program any problems related to the performance of ARC evaluators or teacher candidates or their interpersonal relationships with School parents, staff or students. The School may request the withdrawal of an ARC teacher candidate or evaluator if a solution to the problem cannot be worked out satisfactorily between the School and the ARC Program. The ARC Program shall report to designated personnel any action by the School staff which interferes with teacher candidate practice and education and shall work with the School to reach a mutually agreeable resolution.
2. The ARC Program and the School will not discriminate in regard to race, color, creed, national or ethnic origin, or gender of teacher candidates or evaluators.
3. Assure that each teacher candidate is properly trained in the School's safety procedures,, receives training in OSHA's Bloodborne Pathogen Standards, and understands post-exposure protocol.

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4. During assigned hours at the School, assure ARC teacher candidates are engaged in full-time academic and classroom training. Any work required of teacher candidates will be part of the prescribed program of study. No compensation will be provided by the School during the period of time the teacher candidate is engaged in academic and classroom training.
5. Indemnification: The School agrees to indemnify and hold harmless the ARC Program and its staff, directors, trustees, partners, limited partners, officers, contractors, and employees from and against all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury (including malpractice) or property damage arising out of the negligent acts or omissions of the School's students, faculty, employees or agents or relating to the School's or any student's or evaluator's breach of this MOU, including those obligations pertaining to confidentiality.

The ARC Program agrees to indemnify and hold harmless the School and its trustees, officers, employees and students from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury (including malpractice) or property damage arising out of the conditions existing at the facility, to the extent the same are not caused by the negligent acts or omissions of the School's students, evaluators, employees or agents, or arising out of the acts or omissions of the School's employees or agents in connection with the program. Each party agrees that it shall give the other party prompt written notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification pursuant to the terms hereof. This Section shall survive any termination or the expiration of the MOU.

6. This MOU is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, association or joint venture between the ARC Program, the School and the teacher candidate but is rather an understanding by and between independent entities for mutual benefit. The ARC Program and its teacher candidates shall not be entitled to reimbursement of any kind or nature for any services provided to employees of the School.
7. Teacher candidates of the ARC Program are not employees of the School. They are not eligible for Worker's Compensation in case of any injury, and shall not be compensated by the School for their services nor shall they be eligible for any so-called employee benefits provided by the School to its employees.
8. The ARC Program acknowledges that many teacher candidate educational records are protected by the FERPA and that teacher candidate permission generally must be obtained before the ARC Program may release any specific teacher candidate data to any other party.

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E. Period Covered

This MOU shall be in effect beginning January of 2018 and continue until all ARC teacher candidates assigned to the School have finished their practicum, but in no circumstances later than the end of the School's spring semester of 2018. If either party wishes to terminate this agreement, the Superintendent of Schools of the School and the Director or Dean of the ARC Program shall be notified in writing as soon as is practicable. Such termination shall not adversely affect the rights and privileges of any teacher candidate enrolled in the program as long as the teacher candidate is making normal progress toward completion of the program.

IN WITNESS WHEREOF, the duly authorized parties hereto have executed this MEMORANDUM OF UNDERSTANDING.

CONNECTICUT OFFICE OF HIGHER EDUCATION
ALTERNATE ROUTE TO CERTIFICATION PROGRAM

STONINGTON PUBLIC SCHOOLS

Signature

Signature

Name Printed

Name Printed

Date

Date

Phone

Phone

[Handwritten Signature]
[Handwritten Signature]
Gary J. Shette
1/11/2018
860 572 0506