

Memorandum of Understanding Between The University of Connecticut, School Psychology Department, Storrs, CT and Stonington Public Schools, Pawcatuck, CT

A. Purpose of Agreement

1. The University of Connecticut, School Psychology Department (hereinafter referred to as the College) and Stonington Public Schools (hereinafter referred to as the School) enter into the following agreement; including the specific provisions related to student teaching enumerated in this agreement; which relates to that portion of the University of Connecticut educational program in a Student Practicum conducted at the School. The School will provide classroom experience to the University of Connecticut students who are enrolled in the School Psychology Program.

The relationship between the School and the School Psychology Program will provide opportunities for development of technical skills and promote excellence in the area of school psychology. This Agreement, in its entirety, represents the full and complete understanding of the parties.

B. Responsibilities of the University of Connecticut, School Psychology Department.

1. Plan and implement its educational program in consultation with the School.
2. Provide COLLEGE Program school psychology candidate objectives to COLLEGE school psychology candidates prior to assignment to a School experience.
3. Retain all completed school psychology candidate evaluation forms.
4. Assign a COLLEGE evaluator to coordinate the COLLEGE Program conducted at the School.
5. Assure COLLEGE evaluator and school psychology candidate compliance with the policies and procedures of the School.
6. Assure that COLLEGE evaluators and school psychology candidates respect the confidential nature of all information relating to students, parents, and the School.
7. The COLLEGE 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.
8. Assign school psychology 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.
9. Notify the liaison person at the School of any known communicable disease contracted by a school psychology candidate and made known to the COLLEGE Program up to three (3) weeks after the supervised practice experience has ended.
10. For advertising purposes, limit use of the name of the School to brochures and publications that list affiliations of the COLLEGE Program, and obtain prior written consent for all other written references to the School.

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11. The COLLEGE 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 COLLEGE Program further agrees that it will maintain said insurance coverage in full force and effect during the term of this MOU.

C. Responsibilities of the Student School psychology

1. Each school psychology candidate is fingerprinted and has a criminal background check.
2. Each school psychology candidate has completed a Department of Children and Families background check.
3. Each school psychology candidate has a tuberculosis test and provides a physical examination note from a physician stating the school psychology candidate is able to perform the essential duties of the program.
4. Each school psychology candidate shall assume financial responsibility for medical care or treatment required during their assignment to the School.
5. Each school psychology candidate 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.
6. Each school psychology candidate shall have a tuberculosis test and provide a physical examination note from a physician stating each candidate is able to perform the essential duties of the program.

D. Responsibilities of the School

1. Provide educational opportunities to school psychology candidates in the COLLEGE Program in collaboration with the COLLEGE evaluators.
 - The Student, a sixth-year specialist/doctoral degree Student in the University of Connecticut school psychology program ("Student"), will be assigned to complete an average of 7 hours per week per semester to School as part of his/her course requirements.
 - The Student shall be provided with opportunities to shadow and observe, including report writing, psychoeducational testing, behavioral observations, counseling or other tasks relevant to the services a student attending the School District/Agency may need or is currently receiving ("Shadow Opportunities").

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- The School will retain full authority and responsibility for the care of students attending the School and quality standards. College agrees to provide the Student with consistent weekly university-based supervision and relevant resource materials.
2. Orient the school psychology candidate to the physical facilities, policies and procedures of the School and site.
 3. Provide an orientation to the school psychology candidate assigned to the School, including instruction on the relevant policies and procedures of the School, including the site and department to which the school psychology candidate is assigned.
 4. Provide the COLLEGE evaluators with written notice of changes in the policies and procedures of the School and site in which school psychology candidates are assigned as soon as is practicable.
 5. The School is responsible for obtaining emergency health care services for any school psychology candidate covered by this MOU. The school psychology 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 COLLEGE Program.
 8. Consult with the COLLEGE Program in the event a school psychology candidate's behavior or skills indicate a problem. The School reserves the right to require that a school psychology candidate be terminated from an assignment for cause at the School. Moreover, the School reserves the right to require the school psychology candidate to immediately leave the School's premises if such school psychology 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 COLLEGE Program in writing of such an occurrence.
 9. Give the school psychology candidate appropriate and timely evaluations and feedback concerning their achievement on forms provided by the COLLEGE Program and provide the COLLEGE Program with timely reports of such evaluations, typically at the midpoint and at the end of a program.
 10. Assign school psychology candidates to the School who have been adequately prepared for a program in the assigned area. The COLLEGE Program shall inform the School of the level of training the school psychology candidate has received prior to being assigned to the School.

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11. Furnish the school psychology candidate with current information about its curriculum, competencies and learning activities prior to the start of each school psychology candidate's supervised practice experience.
12. Inform school psychology candidates of the School's confidentiality and privacy requirements as provided to the COLLEGE Program in advance of the supervised practice experience.
13. Instruct each school psychology candidate to respect and preserve the confidential nature of the School's confidential or proprietary information that is not known to the public. The school psychology 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 COLLEGE 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 COLLEGE school psychology candidate under any circumstances. All such records shall be and remain the sole property of the School.
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 COLLEGE Program shall instruct its school psychology 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 COLLEGE Program shall instruct each school psychology candidate to abide by all policies and procedures implemented by the School to ensure its compliance with the HIPAA Regulations, and require each school psychology candidate to comply with the School's policy regarding student privacy and confidentiality.
15. Withdraw any school psychology 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 COLLEGE Program and the

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School and shall be considered only as a last resort.

16. Inform school psychology candidates of the School's policy that COLLEGE school psychology candidates assigned to the School wear identification badges as requested by the School. Instruct the school psychology 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 school psychology candidates' education with the experience.
18. Inform school psychology 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 COLLEGE 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.

E. Mutual Responsibilities of the COLLEGE Program and the School

1. The school shall report in writing to the Director or Dean of the COLLEGE Program any problems related to the performance of COLLEGE evaluators or school psychology candidates or their interpersonal relationships with School parents, staff or students. The School may request the withdrawal of a COLLEGE school psychology candidate or evaluator if a solution to the problem cannot be worked out satisfactorily between the School and the COLLEGE Program. The COLLEGE Program shall report to designated personnel any action by the School staff which interferes with school psychology candidate practice and education and shall work with the School to reach a mutually agreeable resolution.

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2. The COLLEGE Program and the School will not discriminate in regard to race, color, creed, national or ethnic origin, or gender of school psychology candidates or evaluators.
3. Assure that each school psychology candidate is properly trained in the School's safety procedures, receives training in OSHA's Bloodborne Pathogen Standards, and understands post-exposure protocol.
4. During assigned hours at the School, assure COLLEGE school psychology candidates are engaged in full-time academic and classroom training. Any work required of school psychology candidates will be part of the prescribed program of study. No compensation will be provided by the School during the period of time the school psychology candidate is engaged in academic and classroom training.
5. Indemnification: The School agrees to indemnify due to its negligence and to the extent covered by insurance and hold harmless the COLLEGE 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 COLLEGE Program agrees to indemnify due to its negligence and to the extent covered by insurance 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.

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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 COLLEGE Program, the School and the school psychology candidate but is rather an understanding by and between independent entities for mutual benefit. The COLLEGE Program and its school psychology candidates shall not be entitled to reimbursement of any kind or nature for any services provided to employees of the School.
7. School psychology candidates of the COLLEGE 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 COLLEGE Program acknowledges that many school psychology candidate educational records are protected by the FERPA and that school psychology candidate permission generally must be obtained before the COLLEGE Program may release any specific school psychology candidate data to any other party.

F. Period Covered

This MOU shall be in effect beginning September of 2019 and continue until all COLLEGE school psychology candidates assigned to the School have finished their practicum, but in no circumstances later than the end of the School's spring semester of 2020. If either party wishes to terminate this agreement, the Assistant Superintendent of Schools of the Stonington Public Schools or the Dean of the School Psychology Department of the COLLEGE Program shall be notified in writing as soon as is practicable of such termination. Such termination shall not adversely affect the rights and privileges of any school psychology candidate enrolled in the program as long as the school psychology candidate is making normal progress toward completion of the program.

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IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT.

School Psychology Department, University of CT

Stonington Public Schools

Signature

Signature

Name Printed

Name Printed

Title

Title

Date

Date

Phone

Phone

Student School Psychology

Signature

Name Printed

Date

Phone