North Carolina Common Memorandum of Understanding for Public School Units and Educator Preparation Programs

August 9, 2021

This document was developed by a group of stakeholders from various North Carolina organizations, representing the interests of both public school units (PSUs) and educator preparation programs (EPPs). Public comment and feedback were incorporated into these final versions. **While these documents are not mandated for use by any entity**, stakeholder groups are encouraged to utilize and endorse these documents to guide clinical fieldwork agreements between PSUs and EPPs.

**Guidance for Use:**

1. The **MOU document** (pages 2-13) is designed to include legislative requirements for clinical partnerships in all areas of educator preparation (e.g., teachers, principals, counselors, etc.) while also allowing flexibility for the PSU/EPP relationship to evolve as needed. The MOU includes the following sections:
	1. Section 1 - Definitions
	2. Section 2 - Field Experiences and Clinical Internships
	3. Section 3 - Clinical Residencies (as currently defined by NC law)
	4. Section 4 - General Terms and Conditions
2. Some areas of the MOU are deliberately left blank; these are highlighted in yellow for PSUs/EPPs to collaboratively complete. The **Supplemental Document** (pages 14-16) is designed to assist with this.
3. To facilitate the granular, detailed work of establishing collaborative partnerships, a **Supplemental Document** is included. It is intended that PSU and EPP representatives review the Supplemental Document together and establish common expectations for the questions on these pages. The Supplemental Document is not exclusive; all entities are encouraged to raise any questions they deem relevant in establishing the parameters of clinical field experiences.
4. The **Sexual Offender Registry Check Certification Form Sample** form on page 17 is included as an example. PSUs/EPPs may develop an alternative form if they wish.
5. These documents may be applicable to any organization that partners with an EPP to offer clinical experiences.

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**[SCHOOL SYSTEM/AGENCY NAME] BOARD OF EDUCATION**

**AND [EDUCATOR PREP PROGRAM NAME]**

This Memorandum of Understanding (“MOU”) is made and entered into this [DATE] day of [MONTH], [YEAR], between the [SCHOOL SYSTEM NAME/AGENCY] Board of Education (“Board or School System”), and [EDUCATOR PREP PROGRAM NAME] on behalf of [INSTITUTION/DEPARTMENT /PROGRAM NAME] (hereafter referred to as the “Educator Preparation Program” or “EPP”).

**WHEREAS**, EPP is engaged in the education of students enrolled in [INSTITUTION/DEPARTMENT/PROGRAM NAME];

**WHEREAS**, selected field and clinical experiences are essential to accomplish the educational objectives for those students enrolled in the EPP’s [DEPARTMENT/PROGRAM NAME];

**WHEREAS,** North Carolina law establishes three mechanisms for EPP students to gain experience in school districts and partner schools: field experiences, clinical internships, and clinical residencies;

**WHEREAS**, the EPP desires that certain of its students gain field and clinical experience and be placed in the School System, and School System has agreed to provide school facilities wherein said students can gain such experiences;

**WHEREAS**, while recognizing that each partnership is unique, the EPP and School System agree that the shared purpose of this collaboration is to focus on continuous school improvement, student achievement, and the professional development of current and future educators;

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**SECTION I. DEFINITIONS**

1. The following defined terms are used throughout this MOU. The Parties acknowledge that many of these terms are defined in state law, G.S. 115C-269.1. In the event of any conflict between the definitions in state law and the definitions in this MOU, the definitions in state law will take precedence and supersede those contained in this MOU.

	1. Clinical Educator - any individual employed by a school, including a classroom teacher, who assesses, supports, and develops a Clinical Intern's knowledge, skills, and professional disposition during an internship.
	2. Clinical Internship – a type of field experience in which a clinical intern works under the supervision of a clinical educator and may be delegated those duties granted to an educator by G.S. 115C-307 and any other part of the school program for which the clinical educator is responsible.
	3. Clinical Intern – any student enrolled in an EPP who is jointly assigned by that EPP and a local Board of Education to perform duties and responsibilities under the direction and supervision of a clinical educator.
	4. Clinical Mentor - an individual employed by an elementary or secondary school, including a classroom teacher, who assesses, supports, and develops a Clinical Resident's knowledge, skills, and professional disposition during the residency.
	5. Clinical Residency – a type of field experience in which a Clinical Resident who already holds a bachelor’s degree is enrolled in an EPP and also employed by a local school administrative unit as an educator and supervised by the EPP in partial fulfillment of the EPP’s training requirements.
	6. Clinical Resident – an EPP student who meets the following criteria: (a) holds a bachelor’s degree; (b) is enrolled in an EPP; and (c) is employed by a local school administrative unit as an educator and supervised by the EPP in partial fulfillment of the recognized EPP's training requirements.
	7. EPP Student – for purposes of this MOU, a “clinical intern” as defined in this MOU or other individual enrolled in an EPP.
	8. Field Experience – placement of students enrolled in an EPP in settings to provide opportunities to observe, practice, and demonstrate knowledge and skills. A field experience may include preclinical classroom experiences.
	9. School System Supervisor – a clinical educator, clinical mentor, or other appropriate School System employee responsible for supervising an EPP student placed with the School System.
	10. EPP Supervisor -- an individual employed by an EPP who assesses, supports, and develops an EPP student’s knowledge, skills, and professional disposition during an internship or residency experience.

**SECTION II. FIELD EXPERIENCES AND CLINICAL INTERNSHIPS**

1. Obligations of the EPP.
	1. The EPP hereby agrees that in order to successfully complete their field experiences or internships, EPP Students will, under appropriate supervision, perform duties and responsibilities as assigned by School System Supervisors in collaboration with representatives from the EPP.
	2. The EPP agrees that it shall retain sole responsibility for an EPP Student’s education, evaluation, appropriate disciplinary measures, and for arranging for the student an appropriate clinical learning experience.
	3. The EPP agrees that the School System will not be required to provide transportation for EPP Students. Parking arrangements, if available, will be determined between the EPP Students and School System.
	4. The EPP agrees that it is an equal opportunity employment agency that provides services regardless of race, color, creed, sex, age, national origin, ethnicity, pregnancy, gender, religion, disability, or other category protected by applicable state and federal laws related to equal employment.
2. Obligations of the School System.
	1. School System agrees that any School System Supervisors of EPP Students shall be knowledgeable of and experienced in the relevant placement area, shall have applicable professional certifications or licenses, and meet other applicable statutory requirements.
	2. The School System agrees to collaborate with EPP to provide EPP Students with responsibilities and duties that are designed to allow for opportunities to observe, practice, and demonstrate knowledge and skills, and to adequately prepare for teaching or other professional roles for which they are preparing.
	3. School System agrees that it is an equal opportunity employment agency that provides services regardless of race, color, creed, sex, age, national origin, ethnicity, pregnancy, gender, religion, disability, or other category protected by applicable state and federal laws related to equal employment.
3. Joint Obligations of School System and EPP.

	1. The School System and EPP will develop practices and processes regarding how information will be shared and verified between the EPP and School System.
	2. The School System and EPP shall collaborate to select and assign appropriate School System employees for EPP Students, provided that, in the event of a disagreement, the School System shall maintain ultimate authority to determine which School System employee best meets the needs of each student. School System shall retain full administrative and supervisory authority over its employees who supervise EPP Students.
	3. The School System and EPP shall collaborate to ensure that School System staff who supervise EPP Students meet all requirements agreed upon by the parties and required by applicable state law.
	4. Subject to the termination of placements provisions in Section II (5) below, School System and EPP will jointly determine the period of the placement for each EPP Student, including the beginning and ending dates of each placement.
	5. The School System and EPP may jointly develop and facilitate an orientation/training for EPP Students prior to the period of their placement in the School System.
	6. The School System and EPP each agree to designate a representative to serve as a primary point of contact and liaison between School System and EPP regarding the activities described in this MOU.
	7. The School System and EPP each agree, when making placement and/or termination decisions, to comply with applicable state and federal nondiscrimination laws.
4. Placement of EPP Students.
	1. The EPP will use best efforts to inform the appropriate School System personnel of clinical internship placement requests a minimum of sixty (60) days prior to the scheduled beginning of the internship placement. Nothing herein prevents the School System from considering requests made less than sixty (60) days prior to the scheduled beginning of the internship placement. Early field experience placements will be facilitated collaboratively between EPP and the School System.
	2. At the request of the School System, EPP shall send the EPP Student name, contact information, evidence of immunizations, background check results, and other information reasonably requested by the School System to determine approval of an EPP Student for placement.
	3. Only School System personnel and the appropriate EPP personnel are responsible for requesting and confirming site assignments.
	4. The EPP will ensure that the EPP Student has met appropriate EPP standards by the beginning of the internship period. The EPP will withdraw the application if the proposed student has not met the requirements of the EPP.
	5. Each agency (School System or the EPP) reserves the right to refuse a particular placement prior to its scheduled beginning date if there is reason to believe that the placement will not be successful.
	6. No EPP Student may begin a placement in School System without the approval of School System Human Resources, and School System reserves the authority to deny approval of any EPP Student based on a review of available information.
5. Termination of Placements.
	1. The EPP recognizes that EPP Students must comply with all policies, procedures, and expectations of the School System. The School System will notify the EPP of concern(s), and if requested by the School System, the EPP will remove the student from the placement and the placement will be terminated. Reasons for termination may include, but are not limited to, violations of School System policy, and/or state or federal law, regulation, or policy. The School System shall ensure that its policies, procedures, and expectations are available to EPP Students for review.
	2. After consultation with School System personnel, an EPP supervisor may initiate termination of a placement.
	3. The School System reserves the independent right to terminate EPP Student placements. The School System further reserves the right to deny any individual access to any of its facilities, programs, or events, if the School System determines in its sole discretion that the individual’s presence may disrupt the educational or workplace environment or affect the health or safety of School System students or staff.
	4. The EPP will explain any termination of placement to the student.
6. Supervision. The EPP and School System agree to the following guidelines for the appropriate and effective supervision of EPP Students placed in the School System:

	1. The EPP and School System will jointly develop written guidelines to each applicable supervisor of the EPP Student on or before the reporting date of the student. The guidelines will define the explicit responsibilities of the EPP supervisor and the School System supervisor, if applicable, relative to the student’s placement experience.
	2. The EPP will ensure that the EPP faculty member(s) who supervise EPP Students placed in the School System have appropriate qualifications.
	3. During the placement period, the EPP supervisor will maintain regular and consistent contact with the EPP Student and appropriate School System personnel through mutually agreeable means (e.g., e-mail, phone).
	4. The School System agrees to allow EPP employees who supervise EPP Students to support and observe EPP Students in person or virtually, provided any such EPP employees meet the requirements of Section IV (6) and IV (7) of this MOU.
7. Status of EPP Students. The EPP and School System agree that EPP Students are not and will not be employees or agents of the School System. The School System will not be responsible for any compensation or reimbursement for EPP Students. EPP Students shall have no claim against the School System for workers’ compensation, unemployment, or other employment compensation or benefit.

**SECTION III. CLINICAL RESIDENCIES\****\*Not all entities may use clinical residencies. This section could be deleted if it is not needed.*

1. Clinical Residents. If applicable, the EPP and School System agree to the following provisions governing the employment and supervision of Clinical Residents.
2. EPP Obligations.
	1. EPP agrees to provide ongoing support for Clinical Residents for the full term of the residency.
3. School System Obligations.
	1. The School System agrees to allow EPP employees who supervise Clinical Residents to support and observe Clinical Residents in person or virtually, provided any such EPP employees meet the requirements of Section IV(6) and IV(7) of this MOU.
4. Joint Obligations of School System and EPP for Residencies.
	1. The School System and EPP will develop practices and processes regarding how information will be shared and verified between the EPP and School System.
	2. The School System and EPP shall collaborate to select and assign appropriate Clinical Mentors for Clinical Residents, provided that, in the event of a disagreement, the School System shall maintain ultimate authority to determine which School System employee best meets the needs of each Resident. The School System shall retain full administrative and supervisory authority over its employees who serve as Clinical Mentors.
	3. The School System and EPP shall collaborate to ensure that Clinical Mentors who supervise Clinical Residents meet all requirements agreed upon by the parties and required by applicable state law.
	4. The School System and EPP each agree to designate a representative to serve as a primary point of contact and liaison between School System and EPP regarding the activities described in this MOU.
5. Status of Clinical Residents.
	1. Every Clinical Resident hired by the School System shall be an employee of the School System, not of EPP. School System shall retain full administrative and supervisory authority over Clinical Residents hired by School System. Clinical Residents hired by School System shall comply with and be subject to all statutes, rules, and School System policies, procedures, and practices applicable to similarly situated School System employees.
	2. Nothing in this MOU shall be construed to make EPP a party to any employment agreement between School System and a Clinical Resident employed by School System.
	3. EPP acknowledges it exercises no control over the salary and benefits offered to Clinical Residents per this MOU.
	4. EPP acknowledges that it exercises no control over the continued employment of Clinical Residents. The School System retains full authority over termination, suspension, and discipline of Clinical Residents hired by the School System.

**SECTION IV. GENERAL TERMS AND CONDITIONS**

1. Term. The term of this MOU will be \_\_\_\_\_ year(s) from the date of execution. The MOU may be renewed by written consent of both parties for additional \_\_\_\_\_-year terms.
2. Termination for Breach. This MOU may be terminated by either party for material breach if there has been a failure to cure after thirty (30) days written notice.
3. Termination by Mutual Consent or for Convenience. This MOU may be terminated at any time by mutual agreement, or upon written notice of either party given at least 90 days prior to the effective date of such cancellation; provided, however, that no such termination by mutual consent or for convenience shall become effective during an academic semester in progress.
4. EPP Status. Upon request by the School System, EPP agrees to provide the School System with documentation that it has been approved, authorized, or recognized as an Educator Preparation Program by the North Carolina State Board of Education. EPP further agrees to notify the School System immediately after the EPP is assigned any of the accountability statuses described in N.C.G.S. 115C-269.45 or otherwise sanctioned by the North Carolina State Board of Education. If the EPP is assigned “revoked status” by the State Board of Education, School System may, at its sole discretion, terminate this MOU effective at the end of the then current academic semester.
5. Insurance. EPP agrees to ensure that all of EPP’s Students engaged in field experiences or clinical internships with School System and EPP employees who supervise EPP Students assigned to School System maintain General Liability insurance in the amount of $\_\_\_\_\_\_\_\_\_\_\_ each occurrence with $\_\_\_\_\_\_\_\_\_\_\_ General Aggregate as well as $\_\_\_\_\_\_\_\_\_\_\_\_\_ in professional liability insurance.  Certificates of such insurance shall be furnished by EPP to the School System upon request. EPP shall provide the School System with at least ten days’ notice of cancellation of any intent to cancel any of the above-mentioned insurance policies by either EPP or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this MOU and shall be grounds for immediate termination of this MOU. This provision shall not apply to individuals employed by the School System, including Clinical Residents.
6. Records and Confidentiality of Student Information.
	1. EPP’s Students and EPP representatives may be provided access to education records of School System students and/or personally identifiable information contained in such records at the discretion of School System as a contractor performing an institutional function of School System pursuant to this MOU. EPP agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this MOU shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the Board’s policies. EPP will require that its students and representatives are aware of such re-disclosure requirements and will require its students and representatives to comply with them at all times while providing services pursuant to this MOU.
	2. EPP shall notify its students that, in addition to the confidentiality provisions herein, they must coordinate with the School System before conducting any research or publishing any material related to the EPP Student’s placement in the School System that includes School System student records or personally identifiable information, such as video recordings, audio recordings, or photographs of School System students. Prior, written parent or guardian or eligible student (as defined in 20 U.S.C. 1232g) consent must also be obtained before taking any video recordings, audio recordings, or photographs of any School System students.
	3. Nothing in this MOU gives EPP, its students, or representatives any right to access any School System student records or personally identifiable information.
7. Lunsford Act/Criminal Background Checks.
	1. EPP also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school.
	2. EPP shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its employees, agents, personnel, clinical interns, or other EPP students (collectively, “EPP personnel and students”) who will engage in any service on school system property or at a school-system sponsored event. The checks shall include, at a minimum, checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For EPP’s convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at *http://www.nsopw.gov/*.
	3. EPP shall provide certification to the School System that registry checks were conducted on each of its EPP personnel and students providing services under this MOU prior to the commencement of such services (a sample form is attached as Exhibit A). EPP shall not assign any individual to provide services pursuant to this MOU if said individual appears on any of the listed registries.
	4. EPP agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries and agrees to provide such records and documents to the School System upon request. EPP specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time at the School System’s sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of this MOU.
	5. EPP further agrees that it will also conduct criminal record and background checks on all EPP personnel and students who will engage in any services on school system property or at school-system sponsored events. The criminal background checks shall be conducted prior to any EPP personnel or students being permitted to provide any such services. The School System may also require EPP students to submit to criminal record and background checks prior to any placement in the School System. The School System reserves the right to deny approval of any EPP student if said individual has been convicted of or pled *nolo contendre* to (1) any felony; (2) any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person; or (3) any other crime or conduct reasonably indicating that the individual poses a threat to the safety or well-being of School System’s students, personnel, or property. In addition, the School System may conduct additional criminal records checks at its own expense at any time during the term of this MOU.
8. Indemnification. To the extent permitted by North Carolina law, EPP shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by EPP or its agents and/or employees, including but not limited to court costs and attorney’s fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an “evidence of indebtedness” for the purpose of N. C. Gen. Stat. § 6-21.2. Notwithstanding any provisions of this MOU to the contrary, if EPP is an agency of the State of North Carolina, nothing herein may be construed as a waiver of any defense of sovereign immunity to which EPP would otherwise be entitled, nor a waiver of the limits of governmental liability that are set forth in the North Carolina Tort Claims Act, G.S. 143-291 *et. seq*.
9. Notice. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered personally or three (3) days after being mailed to the following addresses:

**School System**

[CONTACT NAME]

[ADDRESS]

**EPP**

**[**CONTACT NAME]

[ADDRESS]

1. Relationship of Parties. Nothing in this MOU should be construed to create a partnership, joint venture, or similar relationship between the parties.
2. Compliance with Applicable Laws.The EPP agrees and certifies that it will comply with all applicable laws, including but not limited to the Fair Labor Standards Act and other wage and hour laws. The EPP is responsible for ensuring that all Clinical Interns are authorized to work as interns in the United States. Subject to the limitations set forth in Section IV, Paragraph 8 above, the EPP specifically indemnifies the School System against any and all claims raised by EPP-affiliated students regarding compliance with wage and hour requirements or tax or other withholdings.
3. Applicable Board of Education Policies. EPP acknowledges that the Board of Education has adopted policies governing conduct on all property owned by the Board of Education and agrees to inform EPP students and EPP employees that they must abide by any and all relevant board policies while on its property, including but not limited to policies related to professional conduct, conduct on school property, weapons, drugs and alcohol, tobacco, and interactions with staff and students. EPP acknowledges that these policies are available online on the School System’s website.
4. Restricted Companies Lists.  EPP represents that as of the date of this MOU, EPP is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58.   EPP also represents that as of the date of this MOU, EPP is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
5. Assignment. EPP shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
6. MOU Modifications. This MOU may be amended only by written amendments duly executed by and between the School System and EPP.
7. Force Majeure. Neither party to this MOU shall be required to perform any term, condition or covenant in this agreement so long as performance is delayed or prevented by an act of God, strikes, lockouts, material or labor restriction by a governmental authority, civil riots, floods, pandemic or any other cause not reasonably within the control of either party and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.
8. North Carolina Law. North Carolina law will govern the interpretation and construction of this MOU.
9. Entire Agreement. This MOU constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This MOU supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this MOU. To the extent there may be any conflict between the four corners of this MOU and other documents incorporated by reference herein, the terms of this MOU will control.
10. Severability. If any provision of this MOU shall be declared invalid or unenforceable, the remainder of the MOU shall continue in full force and effect.
11. Authority to Enter Contract. EPP warrants that the person(s) executing this MOU on behalf of EPP has/have authority to do so as an official, binding act of EPP.
12. Anti-Nepotism. EPP warrants that, to the best of its knowledge and in the exercise of due diligence, none of its employees who will directly provide services under this MOU are immediate family members of any member of the Board of Education or of any principal or central office staff administrator employed by the Board of Education. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should EPP become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this MOU, EPP shall immediately disclose the family relationship in writing to the Superintendent of School System. Unless formally waived by the Board of Education, the existence of a family relationship covered by provision is grounds for immediate termination of this MOU by the School System.
13. School System-EPP specific requests not already addressed in the document:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

**[SCHOOL SYSTEM NAME] BOARD OF EDUCATION**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[NAME, TITLE]

**[INSTITUTION NAME]**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[NAME, TITLE]

**Supplemental MOU Questions
to be resolved for each EPP/School System**

**USE THIS FORM TO COMPLETE THE MOU AS NEEDED.**

The Supplemental Introduction for the MOU document is intended to address logistical issues that naturally arise as part of the collaborative MOU process between EPPs and School Systems. While the MOU establishes the processes for the collaborative partnerships, **the Supplemental Questions clarify the details of these partnerships without rewriting the whole MOU document**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Part A – Fill in the Blank**. Directions: Once the information below is jointly determined, fill in the blanks in the MOU agreement as indicated.

1. Section I.6 – Representatives. Determine the contact for this MOU communication for EPPs and School Systems. This may be updated as needed.
	1. EPP contact (name, title, email, phone): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	2. School System / Agency\* contact (name, title, email, phone): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*\*Note: this document may be applicable to any organization that partners with an EPP to offer clinical experiences.*

1. Section IV.1 – Term. How long will the MOU be in effect before it must be renewed? (NOTE: **Fill in the blanks of the MOU with the amounts as jointly determined**).
	1. MOU term of agreement will be \_\_\_\_\_\_\_\_ years from the date of execution. The MOU may be renewed by written consent of both parties for additional \_\_\_\_\_\_-year terms.
2. Section IV.5 – Insurance\*\*. What insurance liability is required for EPP candidates (not employed by School System)?
(NOTE: **Fill in the blanks of the MOU with the amounts as jointly determined**).
	1. General Liability: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ each occurrence
	2. General Aggregate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	3. Professional Liability: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(see note below regarding possible coverage by NCPDI policy).*

*\*\*Note: Typical recommendations include: General Liability insurance in the amount of $1,000,000 each occurrence with $2,000,000 General Aggregate as well as $1,000,000 in professional liability insurance. The North Carolina Department of Public Instruction maintains Excess Educator’s Professional Liability insurance for Educational Non-Professionals, including student teachers and interns, working in a public school unit (PSU) in North Carolina. This is only applicable for student teachers/interns placed in North Carolina public/charter schools.*

1. Section IV.22 - What specific items for the School System or EPP should be included? It is not recommended to include items that are already addressed in the MOU document.

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1. Exhibit A – Sample of Sexual Offender Registry Form – to be updated annually by EPP (sample form available on page 16).

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**Part B - Other questions to be resolved** – these are not specified in the MOU; these may vary between School Systems/EPPs. As was evidenced by the COVID-19 pandemic, supervision of clinical practice necessitates a swift response to change when needed. School Systems and EPPs should discuss the issues to ensure clarity of processes; however, the MOU committee does NOT recommend including such granular details in the MOU document itself, as this would limit the ability of organizations to respond to change as needed. Rather, EPPs and School Systems should work together professionally and collaboratively to ensure common understanding of these procedures.

1. Clarify the specific processes that will be in place by the EPP to meet the requirements outlined in Section IV.7 (background checks) of the MOU document for 1) EPP candidates in early field experiences and 2) EPP candidates in their internships.
	1. What (if any) additional requirements must EPP students meet before placement can occur (i.e., drug screening, fingerprinting, health forms)?
	2. How will this information be shared between the School System and the EPP?
	3. How will the background checks be performed? Will the School System or the EPP actually perform the checks? How will student information needed for the background checks be shared?
2. Clarify the requirements and processes in place for the selection of the Clinical Educator.
3. What are the expectations of EPP and School System supervision of 1) early field experiences candidates; and 2) internship candidates from all fields? Things to consider:
	1. Frequency of evaluation / observation
	2. Communication with personnel at the school site
	3. Evaluation systems (document exchange, information sharing, etc).
	4. Virtual classroom observation access for EPP supervisors
	5. What candidates will be doing during the field experiences
4. What are the procedures for sharing placement information for both early field experiences and internships between the EPP and School System? Who are the liaisons when issues arise?
5. What orientations / trainings are expected for EPP and School System personnel regarding field experiences and internship processes?
6. What differences (if any) occur regarding the placements of principals, counselors, social workers, and other educator professionals between the School System and EPP?
7. What processes will occur for EPP students to seek permissions from appropriate school personnel before pursuing any research projects (see Section IV.6.2)?
8. What are the licensure requirements that candidates must complete in school settings **and** what impact might these have on processes/procedures and confidentiality of student records?
	1. edTPA / PPAT
	2. Licensure exams
	3. Other projects / assignments
9. Other questions as suggested by School System or EPPs

**Exhibit A (Sample Form)**

**Sexual Offender Registry Check Certification Form**

Check the appropriate box to indicate the type of check:

⁯\_\_\_Initial ⁯ \_\_\_\_Supplemental ⁯ \_\_\_\_Annual

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert name), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert title) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (EPP) hereby certify that I have performed all of the required sexual offender registry checks required under this MOU for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this MOU, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at [*http://www.nsopw.gov/*](http://www.nsopw.gov/)). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this MOU if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system’s sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the MOU (initial check), any time additional contractual personnel may perform work under the MOU (supplemental check), and at each anniversary date of the MOU (annual check).

**Contractual Personnel Names Job Title**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I attest that the forgoing information is true and accurate to the best of my knowledge.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature / date)