

# **MEMORANDUM OF UNDERSTANDING**

BETWEEN

## **TRINITY VALLEY COMMUNITY COLLEGE**

Bachelor of Science in Elementary Education Program

AND

## **Terrell Independent School District**

### **I. PURPOSE**

This Memorandum of Understanding (MOU) establishes a collaborative partnership between Trinity Valley Community College (TVCC), Bachelor of Science in Elementary Education Program, and the partnering Independent School District (hereinafter referred to as "the District") for the purpose of providing structured field experience opportunities for TVCC education students. This agreement outlines the roles, responsibilities, and expectations of all parties involved in supporting student success during the required classroom-based field experience.

### **II. SCOPE OF THE FIELD EXPERIENCE**

Students enrolled in the designated education course(s) within the TVCC Bachelor of Elementary Education program are required to complete a minimum of 65 hours of field experience in an assigned elementary classroom. The field experience will include the following components:

1. Planning and delivering full-length lessons under the guidance of the mentor teacher.
2. Planning and delivering mini-lessons as directed by the mentor teacher and/or TVCC instructor.
3. Observing and assisting the mentor teacher with daily classroom instruction and management.
4. Attending faculty meetings, grade-level meetings, and curriculum planning meetings when available and as permitted by the campus administration.
5. Engaging in professional activities that support the student's growth as an emerging educator.

This MOU governs only pre-service field experience placements of approximately 65 hours per student per semester. Student teaching and residency placements, which involve extended classroom time and a greater scope of instructional responsibility, require a separate written addendum signed by both parties before any such placement begins.

### **III. RESPONSIBILITIES OF TRINITY VALLEY COMMUNITY COLLEGE**

TVCC, through its Bachelor of Elementary Education program, agrees to the following:

1. Affirm that all teacher candidates requesting placement in the District are bona fide students of Trinity Valley Community College who are currently enrolled in the Bachelor of Elementary Education program.
2. Verify that all candidates placed in the District have successfully completed the minimum coursework required at the level appropriate for their placement, whether pre-service field experience, student teaching, or residency.
3. Provide the District with a list of students requiring field experience placement, including relevant course information and expected timelines.
4. Assign a Program Coordinator/Instructor who will serve as the primary point of contact between TVCC and the District.
5. Ensure that every student placed in the District has, prior to beginning any field experience and prior to any contact with District students: (a) completed a fingerprint-based criminal history record check in accordance with Texas Education Code § 22.0835 and the District's background check policy; (b) enrolled in the Texas Department of Public Safety Fingerprint-based Applicant Clearinghouse of Texas (FAST) so that any subsequent criminal history is reported to TVCC; (c) obtained any liability insurance and prerequisite documentation required by TVCC; and (d) been confirmed in writing by TVCC to the District as cleared for placement. TVCC will not place, and the District will not accept, any student whose criminal history would disqualify the individual from employment with the District under District policy or applicable law. TVCC will notify the District in writing within two (2) business days of learning that any placed student has been arrested for, charged with, or convicted of any offense or has had any registered sex offender status reported through FAST or otherwise.
6. Provide the mentor teacher and campus administrator with a clear outline of course requirements, including the 65-hour minimum, lesson expectations, and evaluation criteria.
7. Conduct periodic check-ins with mentor teachers and campus administrators to monitor student progress and address any concerns.
8. Provide evaluation instruments, rubrics, and any other documentation needed by the mentor teacher to assess the student's performance.
9. Ensure students understand and adhere to all District policies, including dress code, confidentiality, and professional conduct expectations.
10. Remove any student from placement promptly upon request of the District. The District retains the sole and absolute right to direct that any student be immediately removed from any District campus, with or without cause and without prior notice, and to bar that student from returning to any District campus or facility. TVCC will effectuate the removal as soon as practicable upon notification by the District and will not require the District to state a reason. The District's removal decision is final, not subject to appeal, and does not give rise to any liability of the District to TVCC or to the student.

11. Conduct a minimum of two (2) in-person classroom observations per semester, each lasting a minimum of 45 minutes, to evaluate the student's instructional performance and provide formal feedback.
12. Conduct a minimum of four (4) virtual observations per semester. Recorded virtual observations are subject to the following conditions, each of which is a material term of this MOU:
  - a. Recordings may be used solely for the supervising TVCC instructor's evaluation of the placed student and for program accreditation review. Recordings may not be used for marketing, promotional, public-facing instructional, training of other cohorts, social media, research, or any other purpose without the District's prior written consent on a recording-by-recording basis.
  - b. Access to recordings is limited to the supervising TVCC instructor of record and any TVCC personnel with a documented program-evaluation need. TVCC will maintain an access log and produce it to the District on request.
  - c. TVCC will permanently destroy every recording no later than ninety (90) days after the completion of the semester in which the recording was made, and will certify destruction to the District on request. The destruction obligation does not apply to a recording subject to a litigation hold or open records request received before the destruction date, in which case TVCC will notify the District before any retention extension.
  - d. TVCC will notify the District in writing within twenty-four (24) hours of discovering any unauthorized access to, disclosure of, or loss of any recording, and will cooperate with the District in responding to the incident and providing any notifications required by law.
  - e. The District may direct in writing that any individual recording or category of recordings be deleted or that recording be suspended for any classroom, campus, or placement, at any time and for any reason. TVCC will comply within forty-eight (48) hours of the District's direction.

#### **IV. RESPONSIBILITIES OF THE SCHOOL DISTRICT**

The partnering Independent School District agrees to the following:

1. Identify and assign qualified mentor teachers who hold a valid Texas teaching certificate and have a minimum of three years of teaching experience.
2. Provide the TVCC student with a welcoming and professional learning environment.
3. Allow the student to complete the required 65 hours of field experience within the agreed-upon timeframe.
4. Permit the student to attend faculty meetings, grade-level meetings, and curriculum planning meetings when available and as approved by campus administration.
5. Notify TVCC promptly if any issues arise related to the student's attendance, performance, or professional conduct.

6. Ensure that the student is not used as a substitute teacher or left unsupervised with students in a manner that violates District policy or state regulations.
7. Communicate any campus-specific policies, safety protocols, or schedule changes to TVCC and the assigned student in a timely manner.

## **V. RESPONSIBILITIES OF THE CAMPUS PRINCIPAL**

The campus principal at the assigned school agrees to the following:

1. Welcome the TVCC student to the campus and provide an orientation to campus procedures, expectations, and safety protocols.
2. Assign the student to a qualified and willing mentor teacher.
3. Support the mentor teacher in providing meaningful learning experiences for the student.
4. Grant permission for the student to attend faculty meetings, grade-level meetings, and curriculum meetings when appropriate and feasible.
5. Serve as a secondary point of contact for TVCC should issues arise during the placement.
6. Ensure the student is treated as a professional guest of the campus and is afforded access to necessary resources (e.g., workspace, curriculum materials, technology).

## **VI. RESPONSIBILITIES OF THE MENTOR TEACHER**

The assigned mentor teacher agrees to the following:

1. Serve as the student's primary supervisor and guide during the field experience.
2. Provide the student with opportunities to observe, assist, and gradually take on teaching responsibilities, including the delivery of full lessons and mini-lessons.
3. Meet with the student regularly to discuss lesson planning, classroom management strategies, and instructional feedback.
4. Complete all evaluation forms and documentation provided by TVCC in a timely manner.
5. Model professional and ethical teaching practices.
6. Communicate concerns about the student's performance or professional conduct to the campus principal and TVCC Program Coordinator/Instructor promptly.
7. Allow the student to attend faculty, grade-level, and curriculum meetings when feasible.
8. Provide constructive feedback that supports the student's professional growth.

## **VII. RESPONSIBILITIES OF THE TVCC STUDENT**

The student enrolled in the TVCC Bachelor of Elementary Education field experience course agrees to the following:

- a. Complete all required background checks, liability insurance, and prerequisite documentation prior to beginning the field experience.

- b. Fulfill a minimum of 65 hours of field experience in the assigned classroom.
- c. Plan and deliver full-length lessons and mini-lessons as required by the course syllabus and mentor teacher.
- d. Attend faculty meetings, grade-level meetings, and curriculum meetings when invited and approved.
- e. Adhere to all District and campus policies, including dress code, attendance, confidentiality, and professional conduct.
- f. Maintain regular and punctual attendance throughout the field experience.
- g. Communicate proactively with the mentor teacher and TVCC Program Coordinator/Instructor regarding scheduling, absences, or concerns.
- h. Maintain a professional demeanor at all times and respect the learning environment of the classroom.
- i. Complete all required coursework, reflections, and documentation associated with the field experience.
- j. Acknowledge that this placement is a learning experience and that the student is not an employee, agent, contractor, or volunteer of the District for any purpose. The student is not entitled to any compensation, wages, benefits, workers' compensation coverage, retirement system membership, leave, or other employment-related rights from the District, and the student waives any such claim.
- k. Complete, prior to the first day of placement, training on the duty to report suspected child abuse or neglect under Texas Family Code § 261.101 and Texas Education Code § 38.004, and acknowledge in writing that the student is a mandatory reporter while on a District campus.
- l. Comply with the Texas Educators' Code of Ethics, 19 Texas Administrative Code Chapter 247, and report any educator misconduct as required by Texas Education Code § 21.006 and District policy.
- m. Comply with the District's Acceptable Use Policy and all District policies governing access to District networks, devices, accounts, and information systems.
- n. Not photograph, video record, audio record, or otherwise capture any District student, employee, or facility on any personal device or platform, and not post or transmit any District-related content on social media, except as expressly authorized in writing by the District.
- o. Not administer restraint, seclusion, or time-out as those terms are defined in Texas Education Code § 37.0021 and 19 Texas Administrative Code § 89.1053, and not administer corporal punishment under any circumstance.

## **VIII. CONFIDENTIALITY**

All parties agree to maintain the confidentiality of student records, educational information, and any personally identifiable information in accordance with the Family Educational Rights and Privacy Act (FERPA) and all applicable state and federal laws.

TVCC students placed in the District shall not disclose any confidential information obtained during the field experience.

The District designates each TVCC student placed under this MOU, while engaged in the field experience, as a “school official” with a “legitimate educational interest” under 34 C.F.R. § 99.31(a)(1)(i)(B), solely to the extent necessary to perform the assigned field experience duties. The designation does not extend to any other purpose and ends upon completion or termination of the placement.

TVCC and TVCC students will treat as strictly confidential, and will comply with all additional confidentiality requirements applicable to, information concerning students who receive services under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et seq., Section 504 of the Rehabilitation Act, and related state and federal law. TVCC students will not access, observe, or participate in any meeting concerning a District student’s special education or Section 504 services without the prior written approval of the District.

TVCC will maintain reasonable administrative, technical, and physical safeguards for any District-related information in its possession and will notify the District in writing within twenty-four (24) hours of discovering any unauthorized access to, acquisition of, or disclosure of any such information. TVCC will cooperate with the District in responding to the incident and providing any notifications required by Texas Business & Commerce Code § 521.053 or other applicable law.

## **IX. LIABILITY AND INSURANCE**

TVCC will maintain, throughout the term of this MOU and for each placement, commercial general liability insurance (or equivalent coverage through a self-insurance pool or risk management program) with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering bodily injury, property damage, and personal and advertising injury arising out of TVCC’s operations and the activities of TVCC students placed under this MOU. TVCC will also maintain professional liability coverage applicable to its students’ field experience activities with limits of not less than \$1,000,000 per occurrence.

TVCC will name the District as an additional insured on the commercial general liability coverage, to the extent permitted by TVCC’s policy or risk pool, and will deliver to the District a certificate of insurance evidencing the required coverage before any placement begins. TVCC will provide the District with at least thirty (30) days’ advance written notice of any cancellation, non-renewal, or material reduction in coverage.

The District and TVCC each maintain responsibility for the acts and omissions of their own respective officers, employees, and agents, to the extent allowed by Texas law and subject to the protections of governmental immunity, the Texas Tort Claims Act (Texas Civil Practice & Remedies Code Chapter 101), and any other applicable limitation. TVCC is responsible for the acts and omissions of its students placed under this MOU. Nothing in this MOU is intended to waive, and neither party waives, any defense, immunity, or limitation on liability available under law. This MOU does not create any obligation of either party to indemnify the other in any manner that would violate Article III, Sections 49 or 52 of the Texas Constitution.

If a TVCC student is injured while on a District campus or during any activity related to the field experience, the District has no obligation to provide medical care, workers' compensation, or insurance coverage. TVCC is responsible for ensuring that each placed student carries health insurance or otherwise has the means to address any injury.

## **X. TERM AND TERMINATION**

This MOU shall become effective upon execution by all parties and shall remain in effect for a period of one (1) academic semester. This agreement may be renewed each semester upon mutual written consent of both parties. Either party may terminate this agreement with thirty (30) days' written notice to the other party. Notwithstanding the foregoing, the District retains its right under Section III.10 to direct the immediate removal of any student at any time without notice. If this MOU expires by its term while a student is actively placed, this MOU continues in effect with respect to that student until the placement is completed or terminated, but no new placement may begin until the MOU is renewed. The obligations of Sections III.5 (background check), III.12 (recorded virtual observations, including destruction and breach notification), VIII (Confidentiality), IX (Liability and Insurance), and any choice-of-law and venue provision survive expiration or termination of this MOU.

## **XI. AMENDMENTS**

This MOU may be amended at any time by mutual written agreement of both parties. Any amendments shall be attached to this document and signed by authorized representatives of both TVCC and the District.

## **XII. NON-DISCRIMINATION**

Both TVCC and the District are committed to providing equal opportunities and do not discriminate on the basis of race, color, national origin, sex, disability, age, religion, or any other legally protected status in their programs, activities, or employment practices.

## **XIII. NOTICE**

Any notice required or permitted under this MOU shall be in writing and shall be delivered by hand, by certified mail return receipt requested, or by email with confirmation of receipt. Notices to the District shall be addressed to the Superintendent of Schools, Terrell Independent School District, 301 Lyons Street, Terrell, Texas 75160, with a copy to the District's designated legal counsel. Notices to TVCC shall be addressed to the Dean of Academic Affairs, Trinity Valley Community College, 100 Cardinal Drive, Athens, Texas 75751. Either party may change its notice address by written notice to the other.

## **XIV. GOVERNING LAW AND VENUE**

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. Exclusive venue for any action

arising out of or relating to this MOU shall lie in the state district courts of Kaufman County, Texas.

**XV. ASSIGNMENT**

Neither party may assign, transfer, or delegate this MOU or any rights or obligations under it, in whole or in part, without the prior written consent of the other party. Any purported assignment without consent is void.

**XVI. SIGNATURES**

By signing below, the authorized representatives of each party acknowledge that they have read, understand, and agree to the terms and conditions set forth in this Memorandum of Understanding.

**TRINITY VALLEY COMMUNITY COLLEGE**

*Program Coordinator/Instructor, Bachelor of Elementary Education*

*Date*

*Dean/Vice President of Academic Affairs (or Authorized Administrator)*

*Date*

**TERRELL INDEPENDENT SCHOOL DISTRICT**

*Superintendent (or Authorized District Representative)*

*Date*