



Memorandum of Agreement

This Memorandum of Agreement (this "MOA" or this "Agreement") is made and entered into on this [DAY] day of [MONTH] [YEAR] ("Effective Date") by and between Centre College (through its Education Program) (Centre Education) and Mercer County Schools (School District).

WHEREAS, School District operates schools located in Kentucky and provides education for PK-12 students;

WHEREAS, Centre Education offers, among other programs, educator preparation courses for undergraduate education students;

WHEREAS, Centre Education and School District desire to establish a mutually beneficial cooperative arrangement;

NOW, THEREFORE, in consideration of the mutual promises herein, Centre Education and School District agree that the observation experiences shall be covered by and subject to the following terms and conditions:

ARTICLE I. PURPOSE AND SCOPE

- 1) The purpose of this Memorandum of Agreement is to set forth the terms and conditions, scope of work and responsibilities of the parties associated with their collaboration as defined by the following objectives:
 - a) Establishing and implementing classroom observation experiences for Centre Education students using the School District's facilities, qualified personnel, and PK-12 students.
 - b) Centre Education students observing classroom dynamics in School District facilities
 - c) Centre Education students cultivating professional skills under the supervision of School District personnel designated as Observation Hosts
 - d) Cooperation between Observation Hosts and Centre Education students for positive impacts on PK-12 student learning.

ARTICLE II. DEFINITIONS

2) DEFINITIONS

- a) **"Observation Experiences"** are a structured series of visits totaling at least 15 hours of classroom observation by Centre Education students over the course of a single semester.
- b) **"Centre Education students"** are undergraduates in good standing enrolled in a course in the Education Program at Centre College in Danville, Kentucky.
- c) **"Course Instructor"** is a Centre College Education Program faculty member who teaches a course that places a Centre Education student in a School District facility for an observation experience.
- d) **"Observation Host"** is a qualified employee of Mercer County Schools who works with a Centre Education student in the course of their observation experience.
- e) **"PK-12 Students"** are children or youth attending PK-12 schools including, but not limited to, students with disabilities or exceptionalities, students who are gifted, and students who represent diversity based on ethnicity, race, socioeconomic status, gender, language, religion, sexual identification, and/or geographic origin.
- f) **"Cooperative Arrangement"** is a mutually beneficial agreement among various partners in which all participating members engage in and contribute to goals for the preparation of education professionals.

ARTICLE III. CENTRE COLLEGE EDUCATION PROGRAM RESPONSIBILITIES

3) Centre Education shall undertake the following activities under this MOA:

- a) Designate a Course Instructor to:
 - i) Identify productive cooperative arrangements between Centre Education students and Observation Hosts based on shared interests and schedules;
 - ii) Facilitate connections between Centre Education student and Observation Host for observation experiences;
 - iii) Mentor and assess Centre Education student's growth and reflection on the observation experience; and
 - iv) Maintain open lines of communication with School District personnel and Centre Education students.
- b) Require Centre Education students to:
 - i) Arrange times for classroom observations;
 - ii) Observe for 15 hours over the course of the semester;
 - iii) Follow all rules and guidelines provided by the School District and Observation Host;
 - iv) Assist the Observation Hosts in their classroom duties as requested and appropriate;
 - v) Complete field experience sheets;
 - vi) Maintain open lines of communication with Course Instructor and Observation Host;
 - vii) Consider how their personal goals align with careers in education; and
 - viii) Write regular reflections linking classroom observation experience to coursework.

ARTICLE IV. SCHOOL DISTRICT'S RESPONSIBILITIES

- 4) Mercer County Schools shall undertake the following activities under this MOA:
 - a) Designate, in consultation with Centre Education, an Observation Host from the School District personnel to work with the Centre Education student, based on shared interests, schedules, and the personnel member's willingness to host an observation experience.
 - b) Ensure that the Observation Host:
 - i) Allows the Centre Education student to observe meaningful education experiences;
 - ii) Communicates appropriate expectations to the Centre Education student;
 - iii) Signs the field experience sheets at the end of each observation; and
 - iv) Maintains open lines of communication with the Course Instructor and Centre Education student.
 - c) Permit Centre Education students to use School District facilities, observe PK-12 students and assist Observation Hosts as appropriate for the completion of Observation Experiences.
 - d) Retain all authority and responsibility for providing educational services, discipline, safety, and all other normal functions for the School District and its students.

ARTICLE V. MUTUAL RESPONSIBILITIES

- 5) **MUTUAL RESPONSIBILITIES**
 - a) **Placement.** Centre Education and the School District mutually agree to:
 - i) Assign Centre Education students and select Observation Hosts without respect to race, ethnic origin, sex, sexual orientation, age, religion, or disability and
 - ii) Reserve the School District's right to determine the number of Centre Education students that may be placed, dependent upon space, instructional time available, and PK-12 student population.
 - b) **Coordination of the Observation Experience.** Centre Education and the School District mutually agree to:
 - i) Review the Centre Education student's qualifications and educational objectives early in the placement to ensure agreed upon objectives for the educational experience;
 - ii) Share appropriate information regarding any needs or challenges of Centre Education student pertaining to the Observations Experiences ; and
 - iii) Withdraw any Centre Education student from the observation experience at the School District for reasonable cause, including but not limited to health and/or performance issues, following a process of discussion among the Observation Host, Course Instructor, and Centre Education student.
 - c) **Supervision and Maintenance.** Centre Education and the School District mutually agree to:
 - i) Co-review and discuss Observation Experience program; and
 - ii) Co-select Observation Hosts.
 - d) **Sexual Harassment and Misconduct.** Both Centre College and the Mercer County School District are subject to the requirements of Title IX of the Education Amendments of

1972, prohibiting discrimination on the basis of sex, which includes prohibitions on sexual harassment and sexual misconduct. Each party has policies against sexual harassment and sexual misconduct, and each party agrees to enforce those policies. In addition, each party agrees to report to the other party any allegations, of which it has knowledge, of sexual harassment or sexual misconduct committed either by (i) any Centre Course Instructor or Centre Education student against any School District employee or student; or (ii) any School District employee or student against any Centre Course Instructor or Centre Education student.

e) Miscellaneous

- i) Both parties will comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations including, but not limited to, the performance of any required criminal background checks of the Centre Education students.
- ii) Both parties will maintain an educational program of quality, including the provision for adequate instruction and supervision of Centre Education students.
- iii) Both parties agree to reserve to Centre Education faculty the intellectual property rights to data generated from their work with the School District and reserve to the School District personnel the intellectual property rights generated from their work as classroom instructor.

Centre Education will not, pursuant to this MOA, provide financial compensation to the School District or School District employee, nor will the School District provide financial compensation to Centre Education or any Centre employee or student. Each of the Centre Education and School District parties will maintain its own insurance and will supervise their own employees and students. The parties recognize that this MOA does not create any new employment arrangements or alter any existing employment arrangement with any parties.

ARTICLE VI. PERFORMANCE AND TERMINATION

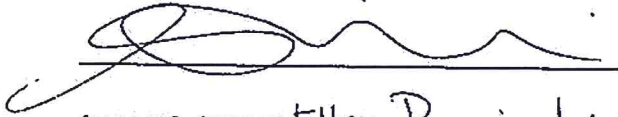
6) PERFORMANCE AND TERMINATION

- a) A delay in or failure to perform by either Centre Education or School District shall not constitute a breach of this Agreement if an occurrence beyond the control of either party caused the delay or failure.
- b) Either party may terminate this Agreement at any time by submitting written notice of the intent to terminate, no less than 120 days prior to the intended termination date; however, either party may terminate immediately if that party determines there is a safety issue that has not been adequately addressed in cooperation with the other party.
- c) The parties may mutually agree, in writing, to terminate this Agreement at any time if the termination will not affect any Observation Experiences in place at the time of termination.

ARTICLE VII. EFFECTIVE DATE & SIGNATURES

- 7) This Memorandum of Agreement shall be effective upon the date of the last party to sign this MOA below. The parties indicate agreement with this Memorandum of Agreement by their signatures below.

Centre College Education Program



[NAME], [TITLE] Ellen Prusinski,
Assistant Prof. of Education
Mercer County Schools

Nov 8, 2018

DATE

[NAME], [TITLE]

DATE