

# MEMORANDUM OF UNDERSTANDING

Between

**LANE COLLEGE**

And

**Jackson - Madison County School System**

This agreement is made this 6<sup>th</sup> day of July between **Lane College (Lane)**, a private institution of higher education which is located at 545 Lane Avenue, Jackson, TN 38301 and **Jackson - Madison County School System (JMCSS)** located at 310 North Parkway, Jackson, TN 38305.

In the spirit of friendship and with mutual interest in cooperation, **Lane College- Department of Education** and **Jackson-Madison County School System** enter into this **Memorandum of Understanding (MOU)** to promote joint educational and cultural collaboration and agree as follows:

## **ARTICLE 1: SCOPE OF COLLABORATION**

1.1 Areas of collaboration may be proposed by either institution and may include, but are not limited to:

- Placement of students in Field Experience and Content Based Courses;
- Placement of students during Clinical Practice;
- Joint teaching, research, or cultural activity;
- Mobility of faculty, scholars, and students between institutions ;
- Staff professional development;
- Sharing or creation of educational materials and resources.

1.2 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.

1.3 All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

## **ARTICLE 2: DURATION AND EVALUATION**

The term of this Agreement shall be five (5) years. Either party may terminate this Agreement upon giving thirty (30) days written notice to the other party. Such termination shall have no effect on students assigned to JMCSS at the time of the termination notice. This Agreement may be renewed or modified upon written approval of the parties. This Agreement can be extended under the same terms for an additional term of five years upon written approval of the parties.

### **ARTICLE 3: NON-DISCRIMINATION**

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status a veteran.

### **ARTICLE 4: COMPLIANCE WITH LAW**

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

### **ARTICLE 5: FERPA**

The parties acknowledge that information (if any) received from Lane or JMCSS regarding students may be protected by the Family Educational Rights and Privacy Act ("FERPA"), and agrees to use such information only for the purpose se for which it was disclosed and not to make it available to any third party without first obtaining the Student's written consent. For the purposes of this Agreement, Home Institution shall be deemed to be a "university official."

### **ARTICLE 6: BACKGROUND CHECK**

Tenn. Code Ann. § 49-5-513 requires the fingerprinting and criminal background check of anyone that applies for a position that requires proximity to school children or to children in a child care program. Each student teacher assigned to JMCSS must submit to a criminal background check which will include a check to determine if the student has been convicted of a misdemeanor or felony in Tennessee or any other state and submit a fingerprint sample to be submitted for a criminal history records check to be conducted by the Tennessee Bureau of Investigation. The costs of the fingerprinting and criminal background check will be borne by the student. The fingerprinting and criminal background check will be performed by a company chosen by JMCSS. Under no circumstances shall JMCSS accept an assignment of a student if the student fails the criminal background check.

### **ARTICLE 7: MISCELLANEOUS**

1.1 Students shall be treated as trainees who have no expectation of receiving compensation or future employment from JMCSS.

1.2 JMCSS requires written evidence of professional liability insurance coverage from student teachers assigned to JMCSS. The minimum amount of coverage per individual student is \$1,000,000/\$5,000,000."

Lane College-

Michelle C. Stewart  
Name

August 1, 2018  
Date

Jackson-Madison County School System

Elli T. Jones  
Name

8.16.18  
Date