

MEMORANDUM OF UNDERSTANDING

Between

LANE COLLEGE

And

Fayette County Schools

This agreement is made this 6th day of **July** between **Lane College (Lane)**, a private institution of higher education which is located at 545 Lane Avenue, Jackson, TN 38301 and **Fayette County Schools (FCS)** located at 126 W. Market Street, Somerville, TN 38068.

In the spirit of friendship and with mutual interest in cooperation, **Lane College- Department of Education** and **Fayette County Schools** 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

2.1 This MOU shall be in effect for a period of **five (5) years** from the last date of signature. Either party may request termination of this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

2.2 A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional five (5) year period.

2.3 Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

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 as 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 FCS regarding students may be protected by the Family Educational Rights and Privacy Act ("FERPA"), and agrees to use such information only for the purpose 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."

This MoU becomes effective from the day the representatives of both parties affix their signatures below, and will continue for an initial period of five years, whereupon it shall be reviewed and may be extended by the mutual written agreement of both institutions.

This MOU may be revised through the mutual agreement of both parties and may be terminated by either party upon giving six months' written notice signed by the presiding officer of the notifying party.

Lane College-

Fayette County Schools

Michelle C. Steward
Name

7/6/18
Date:

Mark O'Keefe
Name

18 JULY 18
Date: