

# Memorandum of Understanding



In support of creating a pool of highly-qualified teacher candidates **Maryville College and the Loudon County Schools Board of Education** make the following agreements:

## I. Both parties will:

- A. Work collaboratively to identify Maryville College Educator Preparation Program (EPP) recruitment goals based on identified, projected employment needs.
- B. Commit to transparency, authenticity, and shared ownership of teacher candidate success.
- C. Provide comprehensive coaching, support, and mentoring to candidates.
- D. Model professional behaviors as reflected in the [TN Teacher Code of Ethics](#) and promote the [MC EPP Candidate Professional Dispositions](#).
- E. Use valid and reliable evaluation instruments to assess candidate performance and provide regular feedback to candidates.
- F. Meet annually with the Maryville College Educator Preparation Program Advisory Council (MC EPPAC) for the purpose of
  1. reviewing and discussing opportunities for improvement in the process for candidate screening.
  2. examining and sharing relevant data.
  3. creating annual partnership goals and reviewing MOUs.

## II. Maryville College will:

- A. Provide supervision for field experiences and clinical practice. All Clinical Supervisors must meet the following criteria:
  1. Master's Degree in Education or Education-related field.
  2. three years of experience in teaching in K-12 schools.

3. experience teaching and/or supervising in the content area of supervision.
- B. Ensure that all teacher candidates maintain a current background check. A list of candidates who are eligible for field/clinical placements will be provided in advance of the placement by the EPP administrative assistant to the school district designee.
- C. Inform candidates of their obligation to observe all District and School policies. Candidates shall be subject to the rules, regulations, and policies of the School District and Maryville College, including recognizing the confidential nature of information regarding students, student records, and student performance during emergency situations.
- D. Designate the Director of Clinical Experiences, **Dr. Alesia Orren**, as the liaison for any problems arising during clinical experiences.
- E. Initiate field placement requests. Field placement requests are supervised by individual faculty members in consultation with the classroom teacher and building level administrator.
- F. Initiate clinical practice requests. All clinical practice requests (formerly known as student teaching) are made by the Director of Clinical Experiences in consultation with the building level administrator. Candidates are assigned to the co-selected clinical mentor. Factors considered include: clinical mentor content area of expertise, years experience, availability, Level of Effectiveness (LOE), and alignment of dispositional traits with candidate dispositions. Specific mentors may be requested by the Director of Clinical Experiences but the building level administrator serves as the liaison for the placement and ultimately decides.
- G. Provide detailed protocol ([Teacher Candidate as Substitute Teacher Protocol](#)) regarding the use of teacher candidates as substitute teachers during clinical practice.

**III. Loudon County Board of Education will:**

- A. Provide Clinical Mentors for field experiences and clinical placements. All Clinical Mentors must meet the following minimum criteria (unless the building level supervisor determines that all criteria cannot be met):
  1. 3 years teaching experience.
  2. LOE score of 4 or above.

3. hold an active Tennessee license with an endorsement in the area or a closely related area where they will be supervising the candidate.
  - B. Participate in EPP activities that promote the partnership (Clinical Launch meeting, candidate screening, mock interviews, alumni panels, guest lectures...).
  - C. Allow candidates to experience the classroom environment to the degree appropriate (field experiences less involved vs clinical experience full involvement).
  - D. Provide comprehensive coaching, support, and mentoring; and meet regularly with candidates to discuss progress.
  - E. Communicate regularly with the Clinical Supervisor to ensure comprehensive support of candidates.
  - F. Adhere to the [Teacher Candidate as Substitute Teacher Protocol](#).
- IV. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX the Education Amendments of 1972, Section of 504 of the Rehabilitation Act of 1973, Executive Order 11,246, ADA, and the related Regulations of each. Each party assures that it will not unlawfully discriminate against any individual because of race, religion, creed, color, gender identity, sexual orientation, age, mental or physical disability, or national origin.
- V. No provision of this agreement shall act or be deemed to be a waiver by the Local Education Agency (LEA) of any immunity or of any provision of the TENNESSEE GOVERNMENTAL TORT LIABILITY ACT. Tenn. Code Ann. 29-20-101 et seq. Any liability to the EPP or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the LEA under this agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code. Ann 29-20-101 et seq.
- VI. **Indemnification**
  - A. Each party will be responsible for personal injury and/or damage resulting from the negligence of their performing any responsibility specifically required under the terms of this agreement. Each party

shall indemnify and hold harmless the other party, its trustees, officers, agents, students, and employees, from any judgments, damages, costs and expenses, including reasonable attorney's fees from any claim, action or proceeding to the extent arising out of its own negligent acts or omissions in the performance of this Agreement. Indemnitor's obligations as set forth in the preceding sentence are conditioned upon: (i) Indemnitee promptly notifying Indemnitor of any claim, demand or action, or any incident of which indemnitee has actual or constructive knowledge, which may reasonably result in a claim, demand or action, and for which Indemnitee will look to Indemnitor for indemnification under this Section; (ii) indemnitee, its directors, officers, agents, students, and employees, cooperating fully with indemnitor in Indemnitor's investigation and review of any such claim, action or incident; and, (iii) indemnitee not entering into any admissions, agreements or settlements which may affect the rights of Indemnitee or indemnitor without the prior written consent and approval of Indemnitor. Indemnitor reserves the right; in its sole discretion, to assume the defense of indemnitee in any such claim, action or proceeding. Damages recoverable against the LEA shall be expressly limited by the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Section 29-20-101 et seq.

**VII. Notification of Claims**

- A. The parties agree to notify each other as soon as possible in writing of any incident occurrence, or claim arising out of or in connection with this Agreement, which could result in a liability or claim of liability to the other party. Further, the notified party shall have the right to investigate said incident or occurrence and the notifying party will cooperate fully in this investigation.
- VIII. Nothing in this Agreement shall be construed to create nor shall be deemed to create any relationship between the LEA and the EPP other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors, or employees





shall be construed to be the agent, employer, or representative of the other except as provided herein.

- IX. This Agreement shall renew for an additional three-year term from the date set forth above unless terminated in writing by either party. Any termination of this Agreement shall be effective at the conclusion of the academic semester at the EPP, except that candidates participating in clinical practice shall be entitled to complete clinical practice at the school notwithstanding any prior termination.
- X. Candidates shall not be deemed to be employees or agents of the LEA at any time. Candidates shall not displace regular School System employees but shall work under the supervision of existing staff. Candidates are not entitled to a job at the conclusion of the clinical practice experience.

**PERIOD OF AGREEMENT**

The participating parties agree to the terms outlined above for a period of THREE YEARS, with the agreement of an annual review.

IN WITNESS WHEREOF, the parties have, by their duly authorized representative, set their signatures.

<p><b>Michael Garren</b> Director of Schools Loudon County School System</p> <p> <small>Michael Garren (Feb 21, 2022 14:09 EST)</small></p> <p>Date: Feb 21, 2022</p>	<p><b>Alesia Orren, EdD</b> Director of Clinical Experiences Maryville College Educator Preparation Program</p> <p> <small>Alesia Orren (Feb 21, 2022 17:24 EST)</small></p> <p>Date: Feb 21, 2022</p>
<p><b>Cynthia Gardner, EdD</b> Chair and Director Maryville College Educator Preparation Program Director, Master of Arts in Teaching program</p> <p> <small>Cynthia C. Gardner, Ed.D. (Feb 22, 2022 10:03 EST)</small></p> <p>Date: Feb 22, 2022</p>	<p><b>Dan Klingensmith, PhD</b> Vice President for Academic Affairs Maryville College</p> <p></p> <p>Date: Feb 22, 2022</p>












# LCS.MC MOU


Final Audit Report

2022-02-22

Created:	2022-02-21
By:	Rebecca Lucas (rebecca.lucas@maryvillecollege.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAArEJUT4asxAL7F8J9yFwiAof_ZDruEooX

## "LCS.MC MOU" History


-  Document created by Rebecca Lucas (rebecca.lucas@maryvillecollege.edu)  
2022-02-21 - 4:16:52 PM GMT- IP address: 172.56.21.88
-  Document emailed to Michael Garren (garrenm@loudoncounty.org) for signature  
2022-02-21 - 4:20:17 PM GMT
-  Email viewed by Michael Garren (garrenm@loudoncounty.org)  
2022-02-21 - 4:24:38 PM GMT- IP address: 104.28.32.232
-  Document e-signed by Michael Garren (garrenm@loudoncounty.org)  
Signature Date: 2022-02-21 - 7:09:56 PM GMT - Time Source: server- IP address: 96.4.90.227
-  Document emailed to Alesia Orren (alesia.orren@maryvillecollege.edu) for signature  
2022-02-21 - 7:09:58 PM GMT
-  Email viewed by Alesia Orren (alesia.orren@maryvillecollege.edu)  
2022-02-21 - 8:30:04 PM GMT- IP address: 172.225.216.95
-  Document e-signed by Alesia Orren (alesia.orren@maryvillecollege.edu)  
Signature Date: 2022-02-21 - 10:24:33 PM GMT - Time Source: server- IP address: 71.88.215.130
-  Document emailed to Cynthia C. Gardner, Ed.D. (cynthia.gardner@maryvillecollege.edu) for signature  
2022-02-21 - 10:24:35 PM GMT
-  Email viewed by Cynthia C. Gardner, Ed.D. (cynthia.gardner@maryvillecollege.edu)  
2022-02-22 - 3:02:45 PM GMT- IP address: 104.47.73.126
-  Document e-signed by Cynthia C. Gardner, Ed.D. (cynthia.gardner@maryvillecollege.edu)  
Signature Date: 2022-02-22 - 3:03:44 PM GMT - Time Source: server- IP address: 96.33.122.66
-  Document emailed to Dan Klingensmith (dan.klingensmith@maryvillecollege.edu) for signature  
2022-02-22 - 3:03:46 PM GMT

 Email viewed by Dan Klingensmith (dan.klingensmith@maryvillecollege.edu)

2022-02-22 - 3:35:40 PM GMT- IP address: 104.47.74.126

 Document e-signed by Dan Klingensmith (dan.klingensmith@maryvillecollege.edu)

Signature Date: 2022-02-22 - 3:35:59 PM GMT - Time Source: server- IP address: 96.33.122.66

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2022-02-22 - 3:35:59 PM GMT