

MEMORANDUM OF UNDERSTANDING
BETWEEN
TENNESSEE STATE UNIVERSITY
AND
MEMPHIS-SHELBY COUNTY SCHOOLS DISTRICT

This Memorandum of Understanding, by and between **TENNESSEE STATE UNIVERSITY**, acting for the benefit of the Tennessee State University Board of Trustees hereinafter referred to as “University” or “TSU” and **Memphis-Shelby County Schools District** hereinafter referred to as “MSCS”.

WHEREAS, TSU with a primary business address at 3500 John A. Merritt Boulevard, Nashville, Tennessee 37209 is a public institution governed by the Tennessee State University Board of Trustees to provide public education;

WHEREAS, MSCS with a primary business address at 160 S. Hollywood Blvd., Memphis, TN 38112, is a District Board of Public Education.

WHEREAS, TSU has a mutual interest in the development of competent and caring teacher candidates and other school professions, TSU and the Shelby County Schools District will establish an agreement that allows TSU students / candidates in the College of Education to engage in field and clinical experiences, including Student Teaching, at schools governed by the Memphis-Shelby County Schools District, during the academic years, **2022 through 2027**.

WHEREAS, TSU and MSCS seek to provide students /candidates in the College of Education with field and clinical experiences that will develop their knowledge and skills in preparation for becoming competent educators and other school professionals. This agreement will allow TSU students /candidates to be placed in the Memphis-Shelby County Schools District system for training / mentoring.

A. Scope of Program/Application to Institution

1. The Educator Preparation Program (EPP) at TSU prepares *competent and caring facilitators of learning, committed to diversity and the success of all*. TSU’s EPP is a clinically-rich, co-teaching residency model, which prepares new teachers to be ready to teach from the first day in the classroom.

The program is enhanced by a performance-based assessment -- *edTPA—which provides information on the effectiveness of teacher candidates in the classroom.

2. The Teacher Performance Assessment (edTPA)

- A capstone, performance-based approach to candidate assessment
- Integrates planning, instruction, assessment, and analysis of teaching
- Candidates videotape a 15 -20 minute teaching event for reflection and analysis
- Candidates submit an electronic portfolio on a teaching event for assessment by Pearson

3. edTPA Provisions Applicable to the Institution: 1. The Institution will comply with the LEA in regard to securing permission and approval to videotape teacher candidates placed in any school within the LEA. 2. The Institution will obtain parental permission of students in the LEA classroom where the teacher candidate is being videotaped. 3. The Institution will ensure that no personal identifiable information of students in the LEA classroom where the teacher candidate is videotaped will be made public or viewed by any public or private agency other than the designated persons of the Institution and Pearson. 4. The Institution shall inform the LEA of any changes or modifications to the videotaping process of teacher candidates in fulfillment of the edTPA requirement. Provisions Applicable to the LEA: 1. The LEA shall provide the Institution any relevant policies, procedures, and protocols in regard to videotaping in the LEA classrooms. No students of the LEA shall be included in any videotape without the written approval of the parent or guardian of that student. 2. The LEA will notify the Institution of any concerns or issues that arise in regard to the videotaping of teacher candidates in the LEA classrooms. 3. The LEA shall inform all LEA building-level administrators of the provisions agreed upon with the institution in regard to videotaping of the teacher candidates in the LEA classrooms. 4. The Institution and Institution's candidates shall comply with all policies and standard operating procedures of MSCS, including, but not limited to those regarding videotaping for edTPA.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Memorandum of Understanding according to the provisions set out herein:

A. TSU agrees to the following

1. Recommend TSU students / candidates for placement in the Shelby County Schools District system to complete field and clinical experiences.
2. Ensure that the recommendation process for placement of candidates is in compliance with the policies of the Shelby County Schools District.
3. Supervise the placement of TSU students / candidates through classroom observations and in consultation with the student and the Mentor (Cooperating) Teacher.

4. 4. Remove a student from the placement at Shelby County Schools District upon the request of Shelby County Schools District if a board policy, law or regulation has been violated by the student.

B. Memphis-Shelby County Schools District agrees to the following:

1. 1. Allow TSU students / candidates to engage in field and clinical experiences that will prepare them to become educators or other school professionals. This includes completing the edTPA, a performance-based assessment. (see attachment describing the edTPA)*
2. 2. Permit Shelby County Schools District faculty to mentor TSU students / candidates based on a co-teaching model.
3. 3. Work with TSU university supervisors and Master Clinicians to assist TSU students / candidates in fulfilling University requirements for completing field and clinical experiences.
4. 4. Provide TSU with pertinent information about student's / candidate's attendance and performance to ensure that the student / candidate meets the State of Tennessee licensure requirements.

C. The parties agree that the following essential terms and conditions shall apply in the interpretation and performance of this agreement:

1. There parties hereto, in the performance of this Memorandum of Understanding, shall not act as employee, partners, joint ventures or associates of one another. It is expressly acknowledged by the parties hereto that the parties are independent contracting entities and that nothing in this Memorandum of Understanding shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
2. Each party shall comply with applicable federal, state, and municipal laws, advice, rules and regulations, which are applicable to the performance of this Memorandum of Understanding.

3. Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
4. This Memorandum of Understanding shall in no way be interpreted as creating an agency or employment relationship between the parties.
5. The effective date of this Memorandum of Understanding shall be from **August 1, 2022 to July 31, 2027.**
6. This Memorandum of Understanding may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. This Agreement may be terminated without the above described notice if performance is prevented by an occurrence beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, acts of God, riots, wars, epidemics or pandemics, declaration of a federal, state or local state of emergency, or any other similar occurrence or cause. In such an event (known as a "Force Majeure event"), any and all refunds shall be returned for services not already rendered.
7. In no event shall the maximum liability of the University for services under this Contract exceed \$0.00 (Zero Dollars). The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the University requests work and the Contractor performs satisfactory work.
8. The delay or failure of performance by either party shall not constitute default under the terms of this Memorandum of Understanding, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Memorandum of Understanding shall be immediate termination.
9. This Memorandum of Understanding may be modified only by written amendment executed by all parties hereto.
10. **Memphis-Shelby County Schools District** shall not assign this Memorandum of Understanding or enter into sub-contracts for the work described herein without obtaining the prior written approval of TSU.

11. Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Memorandum of Understanding. Any and all monetary claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Memorandum of Understanding shall be submitted to the Tennessee Board of Claims or the Tennessee Claims Commission and shall be limited to those provided for in T.C.A. § 9-8-307.
12. No person shall be excluded from participation on the grounds of handicap or disability, race, color, sex, national origin, sexual orientation, veteran status, or any classification protected by federal or Tennessee law.
13. During the course and scope of providing its services, hereunder, TSU and/or **Memphis-Shelby County Schools District** may gain knowledge or have access to Confidential Information of the other party, or otherwise have Confidential Information made available to it only to the extent necessary to perform the duties within the course and scope of this Memorandum of Understanding. The parties agree that their respective personnel will use Confidential Information for no purpose that is unaffiliated with performing the function outlined in this Memorandum of Understanding. Each party is permitted to disclose Confidential Information only to its personnel with need to access such data as a necessary part of the performance of this Memorandum of Understanding. Notwithstanding the foregoing, the preceding provisions of this Section 12 are subject to the requirements of T.C.A. Title 10, Chapter 7 and any other provisions of law pertaining to the disclosure of state records.
14. If any terms and conditions of this Memorandum of Understanding are to be held invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Memorandum of Understanding are declared severable.
15. All instructions, notices, or other communications required or contemplated by this Memorandum of Understanding shall be in writing and shall be made by e-mail, facsimile transmission, by first class mail, addressed to the respective party at the

appropriate address as set forth below or such other party, as may be hereafter specified by written notice.

If to **Tennessee State University:**

Tennessee State University
Teacher Education & Student Services (TESS)
3500 John A. Merritt Boulevard., Box 9533
Nashville, TN 37209
Attn: Dr. Heraldo V. Richards, Associate Dean
Email: hrichards@tnstate.edu

If to **Memphis-Shelby County Schools District:**

Memphis-Shelby County Schools District
160 S. Hollywood Street – HR
Memphis, TN 38112
Attn: Danette R. Hardy, Sr. Advisor-HR Talent, Pipelines, Induction & Development
E-mail: hardydr@scsk12.org

16. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance. Any and all claims against the State of Tennessee, including Tennessee State University or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the University shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301 et seq.
17. This Memorandum of Understanding contains the entire agreement of the parties with respect to the subject matter hereof. The provisions hereof may be renewed, modified or waived only by an Amendment in writing signed by both parties.

The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the entity for which they sign.

MEMPHIS-SHELBY COUNTY SCHOOLS DISTRICT

TENNESSEE STATE UNIVERSITY

By: _____

Dr. Joris M. Ray

Title: _____

Superintendent

Date: _____

By: _____

Dr. Glenda Glover

Title: _____

University President

Date: _____