Memorandum of Understanding

BETWEEN TERRELL ISD
AND
iteach

This MOU is entered into this day by and between TERRELL ISD, a LOCAL EDUCATION AGENCY, (LEA), organized and existing under the laws of the state of Texas], hereinafter called "DISTRICT" and K12 Coalition d/b/a iteachU.S. (iteach), hereinafter referred to as the "Educator Preparation Program" or "EPP", (each a "Party," and collectively, the "Parties").

WHEREAS, EPP is a state-approved provider of educator preparation engaged in the preparation of teacher candidates for certification/licensure;

WHEREAS, field experiences are essential to accomplish the educational objectives for those teacher candidates enrolled in the EPP;

WHEREAS, the EPP desires to establish a partnership with the DISTRICT for the purposes of clinical supervision of non-traditional teacher candidates;

WHEREAS, while recognizing that each partnership is unique, the EPP and DISTRICT agree to share responsibility for candidate preparation through a mutually beneficial partnership;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE I
TERM OF MOU

1. This MOU shall commence upon approval of the DISTRICT by the Office of the Superintendent (or appropriate approving person/body) and EPP. This MOU will terminate one year from the effective date of this agreement, or prior to that date should either party give written notice of termination in accordance with Article I, Section 3 herein.
2. This MOU will automatically renew for another year, each year, until either party provides written notice of termination in accordance with Article I, Section 3 herein.
3. Either party may terminate this MOU for any reason by giving the other party at least thirty (30) days written notice.

ARTICLE II

DISTRICT'S RESPONSIBILITIES

1. The DISTRICT will verify individuals that meet prerequisites for teaching.
2. The DISTRICT will provide necessary candidate support such as mentorship, classroom observation opportunities, and assistance with gathering the necessary documentation for certification.
3. The DISTRICT will coordinate with iteach to ensure that candidates are placed in appropriate classrooms for their field experience, providing access for necessary resources and setting that allow candidates to meet program requirements.
4. The DISTRICT will allow EPP employees to support and observe teacher candidates, if applicable, (in person and/or virtually), provided any such EPP employees meet all requirements as required by applicable state law or policy.
5. The DISTRICT will collaborate with iteach and the State Education/Certification Agency to ensure that candidates have all necessary documents for applying for their certification.

ARTICLE III

EPP'S RESPONSIBILITIES

1. The EPP will review and admit those candidates that meet state and program requirements.
2. The EPP will provide candidates access to its 100% online, self-paced teacher certification program, which includes comprehensive coursework designed to meet state certification requirements.
3. The EPP will offer ongoing support to candidates throughout the program, including access to academic advisors, instructional coaching, test preparation resources, and professional development opportunities.
4. The EPP will assign qualified supervisors to observe, evaluate, and provide feedback to candidates during their teaching experience, ensuring they meet the required competencies.
5. The EPP will ensure that its program complies with all State Education/ Certification Agency regulations, including deadlines, certification requirements, and standards for alternative teacher preparation programs.

ARTICLE IV

JOINT RESPONSIBILITIES

1. The EPP and DISTRICT will maintain open lines of communication to ensure both entities are informed about the progress of candidates, programmatic feedback and updates, and required forms to be completed.
2. The EPP and DISTRICT each agree to designate a representative to serve as a primary point of contact and liaison between the parties regarding activities described in this MOU.
3. The DISTRICT and EPP shall collaborate to select and assign appropriate Clinical Mentors for Teacher Candidates, acknowledging that the DISTRICT shall maintain ultimate authority to determine which DISTRICT employee best meets the needs of each Teacher Candidate. The DISTRICT shall retain full administrative and supervisory authority over its employees who serve as Clinical Mentors.
4. The DISTRICT and EPP shall collaborate to ensure that Clinical Mentors who supervise Teacher Candidates meet all requirements agreed upon by the parties and required by applicable state law or policy.
5. The EPP and/or DISTRICT will recommend certification to the State Education/ Certification Agency when program and state certification requirements have been successfully met.

ARTICLE V
PAYMENTS

Teacher candidates are responsible for payment of all program fees unless the candidate is covered under a separate third-party agreement. Program fees must be paid in full prior to recommendation for certification and/or verification of educator preparation program completion.

ARTICLE VI
RELATIONSHIP OF THE PARTIES

It is understood and agreed that the EPP is an independent employer and none of its employees or agents shall be deemed for any purposes to be employees or agents of DISTRICT. EPP acknowledges it exercises no control over salary and benefits offered to teacher candidates and exercises no control over the continued employment of teacher candidates per this MOU. The DISTRICT retains full authority over termination, suspension, and discipline of teacher candidates hired by the DISTRICT.

ARTICLE VII
RECORDS AND CONFIDENTIALITY OF STUDENT INFORMATION

1. Teacher candidates and EPP representatives may be provided access to education records of DISTRICT students and/or personally identifiable information contained in such records at the discretion of the DISTRICT as a contractor performing an institutional function of DISTRICT pursuant to this MOU. EPP agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the DISTRICT under this MOU shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as DISTRICT policies. EPP will require that its candidates and representatives comply with them at all times while providing services pursuant to this MOU.
2. EPP shall notify teacher candidates that, in addition to the confidentiality provisions herein, they must coordinate with the DISTRICT before conducting any research or publishing any material related to the teacher candidate's placement in the DISTRICT that includes DISTRICT student records or personally identifiable information, such as video recordings, audio recordings, or photographs of students. Prior, written parent or guardian or eligible student consent must be obtained before taking any video recordings, audio recordings, or photographs of any DISTRICT students.
3. Nothing in this MOU gives the EPP, teacher candidates, or representatives any right to access DISTRICT student records or personally identifiable information.

ARTICLE VIII
INDEMNITY WAIVER OF IMMUNITY

To the extent permissible under Texas law, each party hereto shall defend, indemnify and hold harmless the other party from and against any and all claims, demands, loss, damage, costs and expenses, including court costs and reasonable fees and expenses of counsel, which may be asserted against, imposed upon or incurred or sustained by the other company as a result of acts or omissions which are solely under the control of the other. No provision hereof shall operate to diminish any remedy or claim otherwise available to the law.

ARTICLE IX
GOVERNING LAW/LEGAL CONSTRUCTION

The laws of Texas shall govern the validity of this MOU and any of its terms or provisions, as well as the rights and duties of the parties. Any disputes arising from this MOU shall be resolved through good faith negotiation between the parties. If a resolution cannot be reached, the parties agree to seek mediation or arbitration as a means of dispute resolution.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year indicated below..

_____
K12 Coalition d/b/a iteachU.S.

Title: Program Director

Date: _____

_____
Terrell ISD signature

Title: _____

Date: _____

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