

ATTACHMENT #2 - December 19, 2023

New York Institute of Technology

Warwick School District

Memorandum of Understanding

This Memorandum of Understanding (MOU) is designed to foster an ongoing collaboration between the Education Programs, College of Arts & Sciences at New York Institute of Technology (NYIT or NYIT Education Programs) and Warwick School District ("Partner School") through mutual cooperation in the areas of education, research, leadership, and school counselor and teacher preparation.

Purpose of the MOU:

- To make a significant contribution to the professional community, teachers, students and administrators of the Partner School through professional development and candidate placement
- To better prepare pre-service, in-service teachers, building leaders and school counselors of NYIT, and provide them a rich clinical experience to apply their professional knowledge, skills and pedagogical practices to meet the Partner Schools' needs
- To allow NYIT Education pre-service, in-service teachers, building leaders and school counselors to work with the Partnership School to contribute their knowledge and skills in research, pedagogical practices, leadership and technology integration

Activities/Commitments

NYIT Education Programs will:

- assess needs of Partner School and make recommendations for professional development. This includes delivering one professional development activity each year either on-site at the Partner School, at the NYIT campus, or through online webinar. The professional developments are free or discounted, depending on the nature, location, and extent of required preparation. The partner schools will be able to attend the NYIT offered professional development workshops with discounted price. NYIT shall first consult with Partner School before making any recommendations for professional development activities at its facilities, or require Partner School to pay a fee for any professional development activities that are recommended by NYIT.
- identify and match NYIT student candidates with the Partner School's needs for student teaching, internship and practicum and offer Partnership School a pipeline of certified teachers, administrators, or school counselors. Any student teaching, internship, and practicum opportunities between NYIT and Partnership School are conditioned upon the parties entering into a mutually agreeable Affiliation Agreement.
- provide training for cooperating teachers, as requested by Partner School and as delineated in a mutually agreeable separate affiliation agreement.

- support research and joint funding opportunities for Partner School and NYIT faculty in the areas of improving instructional practices and student learning outcomes.
- invite Partner School representatives annually to meet the NYIT Education representative and faculty to discuss any suggestions, issues or concerns to both parties.
- Commit to achieve the concurrent state and national goals.

Partner School will:

- maintain the commitment to a two-year Partner School relationship. This commitment includes providing eligible faculty willing to serve as cooperating teachers or site supervisors to mentor NYIT Education candidates for student teaching, internship and practicum, or allow pre-service teachers to observe the classrooms. This commitment is expressly conditioned upon the parties entering into a mutually agreeable Affiliation Agreement for student teaching, internship and/or practicum. Teachers who serve as cooperating teachers and school counselors who serve as site supervisors will receive tuition credit towards coursework at NYIT Education Programs depending on the responsibility and duration of service. Any tuition credit shall be at the sole discretion of NYIT.
- provide a School Liaison to communicate with the NYIT Teacher Education Director of Field Experience and help facilitate partnership-related activities.
- support teacher, school counselor, and leadership professional development (e.g., allow release time to attend trainings, participate in needs assessment, host trainings, etc.) in its sole discretion and in consideration of contractual and staffing issues unique to the Partner School.
- support, supervise, and assess NYIT Education candidates' clinical experience subject to a mutually agreeable Affiliation Agreement between Partner School and NYIT.
- provide NYIT Education programs with information regarding Partner School's hiring needs and offer NYIT's graduates and graduate students who have worked or been mentored at the Partner School opportunities to consider interviewing for open positions.
- encourage teachers and school counselors to implement innovative practices and technology integration initiatives recommended by NYIT College of Arts and Sciences, if deemed appropriate by Partner School.
- encourage teachers and school counselors to participate in joint research projects with NYIT College of Arts and Sciences, if deemed appropriate by Partner School.

Term of Agreement and Termination

This agreement is in effect for two years (_____ to _____). Early termination of the agreement may be initiated by either party through written notice provided at least 45 days prior to the end of any school district semester, with the termination effective at the end of that semester.

Either party may terminate this agreement at any time for cause.

Confidentiality of Records

The parties agree that any information received by either party's employees, agents, and/or students in connection with this agreement which concerns the personal, financial or other affairs of the parties, their employees, agents and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations or third parties. The parties further agree that any information concerning any student of the District or NYIT shall be treated as confidential and shall not be released or disclosed by either party except as expressly provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").

Mutual Indemnification

The parties shall indemnify, defend and hold harmless each other and each other's respective officers, employees, trustees and agents from and against any and all actions, liabilities, claims, damages, suits, liens, judgments, attorneys' fees and costs arising out of or resulting from the negligent and/or unlawful acts or omissions of the indemnifying party or the indemnifying party's officers, employees, agents or subcontractors occurring during or in connection with performance under or regarding this MOU. The parties' obligation to indemnify each other and each other's respective officers, employees and agents shall survive the expiration or termination of this MOU for any reason.

Partner School

Partner School Principal: _____

Signature: _____ Date: _____

District Superintendent or Designee: _____

Signature: _____ Date: _____

New York Institute of Technology

Provost: _____

Signature: _____ Date: _____