

## **Teacher Certification Initiative Partner Memorandum of Understanding**

This Partner Memorandum of Understanding ("MOU") is between Messiah University ("Institution") and Capital Area J.V. ("District"). All post-baccalaureate initial certification tracks in Messiah University's Graduate Program in Education are included in this MOU.

### **1.1 RESPONSIBILITIES OF THE DISTRICT**

**1.1.1** The district will identify and endorse candidates for the Teacher Certification Initiative (typically intern or emergency certified teachers who hold a bachelor's degree but no PA teaching certification) within the district. Candidates must meet admission requirements for the Graduate Program in Education.

**1.1.2** The district will communicate to the Director of the Graduate Program in Education the names and contact information for any candidates they are interested in enrolling in the program. Students will need to complete the simplified application in time for enrollment in the program and course registration. Typically, this will mean that students should be identified by April 1, July 1, October 1, or December 1 to start the program in one of the established start dates.

**1.1.3 Mentor Teachers:** The district will identify and secure agreement with a district employee to serve as the mentor (teacher or administrator) for each student.

- a. The mentors assigned must be a PA certified educator employed by the district.
- b. Mentor teachers will fulfill the requirements of a cooperating teacher/mentor teacher as stipulated by the University, including completing training, observations, necessary communications, and evaluations.

**1.1.4 Supervision and Evaluation:** Performance evaluations for enrolled students will meet or exceed the requirements of the University and will be conducted by the cooperating/mentor teacher and/or the building principal or his/her designee.

#### **1.1.5 Communication**

- a. The district will communicate any concerns about student performance and/or any needs for other accommodations to the Director of the Graduate Program in Education at the University in a timely fashion.
- b. The district will share the names and contact information for the cooperating teacher(s) /mentor(s) with the University by the start of the enrolled student's program.

## 1.2 RESPONSIBILITIES OF MESSIAH:

1.2.1 Provide state-approved teaching certification programs in a format that is accessible to and appropriate for graduate students who are working in the school district and seeking initial teaching certification and who meet Messiah University Graduate Program in Education admission requirements.

1.2.2 Provide in-person and/or virtual orientation for new students entering in each of the following program entry points: Early Summer (May), Early Fall (August), Early Spring (January).

1.2.3 Host all educational programming, including but not limited to, courses, certification programs, and examinations on Messiah's campus or on Messiah's learning management system.

1.2.4 Review student application files in a timely manner and make enrollment decisions based on existing enrollment criteria.

1.2.5 Review student's academic transcripts, evaluating previous course work and approving transfer credits as appropriate based on Messiah University's transfer policies.

1.2.6 Provide academic advising per Messiah policies and protocols.

1.2.7 Provide a seamless pathway for interested students who meet the admissions criteria to complete the Master of Education degree in Messiah's Graduate Program in Education in the respective track (Secondary Education, PK-12 Education, Elementary Education, Special Education). Students will be billed at Messiah's regular tuition rate for the coursework required for the M.Ed. that is beyond that required for teaching certification. Typically, this will be 9 additional credits.

1.2.8 Permit the school district to use Messiah University's name and trademark/logo in any promotional material related to this agreement.

1.2.10 Submit required documentation to the school district.

1.2.11 Maintain the privacy and confidentiality of all documentation and student records.

1.2.12 The University will provide ongoing information and support as needed for completion of the responsibilities of being a mentor/cooperating teacher.

### 1.2.13 Supervision and Evaluation

- a. The University will assign a University Supervisor to conduct regular observations and evaluations of the enrolled student in accordance with the expectations of a student teacher.
- b. The University Supervisor will communicate with the mentor/cooperating teacher.
- c. The University will provide training and logistical support to the University Supervisor.

### 1.2.14 Communication

- a. The University will communicate any concerns about student performance and/or any needs for schedule adjustments or other accommodations to the Superintendent and/or building principal.

**1.3 JOINT RESPONSIBILITIES:**

1.3.1 In the event that a student fails to meet the expectations or requirements of the TCI program, the University and the District agree to be in communication with each other to determine appropriate next steps for the student. Possible outcomes include a remediation plan or removal from the program.

1.3.2 Make reasonable efforts to promote, publicize and otherwise generally increase awareness of the post-baccalaureate program.

1.3.3 With mutual agreement, provide each party access to content, materials, images, logos necessary for executing this agreement.

**1.4 FINANCIAL ARRANGEMENTS:**

1.4.1 The district agrees to pay upfront for the tuition of the students they wish to endorse.

1.4.2 Messiah will not reimburse the district for any student who does not complete the program. The district reserves the right to require students who do not complete the program to pay back any or all of the tuition that was paid on their behalf.

1.4.3 The tuition will be billed to the district. Payment is due within one month of invoice.

Invoices will be sent to district contact:

Name: Sherise Nailor  
Email: snailor@caiu.org  
Phone: 717-732-8427  
Mailing Address: 55 Miller St  
Enola, PA 17025

1.4.4 The discounted tuition cost for students in this partnership during the 2023-2025 academic years will be as follows:

- § \$15,000 grade 7-12 certification program
- § \$15,000 PK-12 certification program
- § \$16,000 PK-4 certification program
- § \$18,000 PK-12 special education certification program

1.4.5 There are no regular additional fees associated with the tuition. Students are responsible for any late registration fees. Students are also responsible for the purchase of any texts or other materials including security clearances, certification testing, and certification applications unless otherwise covered by the related school district.

1.4.6 If students are transferring in more than 9 credits, the tuition cost will be prorated (total cost/max credits \* remaining credits) based on the number of credits remaining after transfer credits are awarded.

1.4.7 In the event of disagreement regarding the accuracy of amounts due, Messiah agrees to fully disclose data used to calculate the amounts.

#### **SECTION 4: INDEMNIFICATION**

The district will indemnify, defend and hold harmless Messiah and its officers, directors, employees and agents from and against any and all third party claims, demands, losses, costs, expenses, damages, and liabilities (including reasonable attorneys' fees) which Messiah may hereafter suffer or incur arising from or relating to: (i) any negligent act or omission, fraud or willful misconduct on the part of the district in connection with the performance or nonperformance of its obligations under this Agreement and/or (ii) the district's breach of any representation, warranty, covenant or obligation of the district under this Agreement.

Messiah will indemnify, defend and hold harmless the district and its officers, directors, employees and agents from and against any and all third party claims, demands, losses, costs, expenses, damages, and liabilities (including reasonable attorneys' fees) which Messiah may hereafter suffer or incur arising from or relating to: (i) any negligent act or omission, fraud or willful misconduct on the part of Messiah in connection with the performance or nonperformance of its obligations under this Agreement and/or (ii) Messiah's breach of any representation, warranty, covenant or obligation of Messiah under this Agreement.

#### **SECTION 5: NO ASSIGNMENT**

The rights and duties of each party under this agreement are personal and may not be assigned or transferred to any person, firm, or entity without the prior written consent of the other party.

#### **SECTION 6: NO WAIVER**

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as waiving any such terms and conditions in the future, and the terms and conditions shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

#### **SECTION 7: TERM/TERMINATION**

This agreement is effective upon the effective date for a period of two years and shall automatically renew each year thereafter, unless terminated by either party. This Agreement is "at will" and either party may terminate this Agreement provided for herein, upon 365 days written notice to the other, and neither party shall have any rights or remedies on account of any such termination, except as expressly provided for hereinafter. Any outstanding compensation and reimbursement fees owed to either party shall be paid within thirty (30) days of termination. On termination of this Agreement, or whenever requested by the parties, each party shall immediately deliver to the other party all property in its possession, or under its care and control, including but not limited to, proprietary information, trade secrets, intellectual property, equipment, tools, documents, plans, software and teaching materials.

#### **SECTION 8: ENTIRE AGREEMENT**

This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, purportedly agreed

to or represented by or on behalf to the parties by any of their respective employees or agents, or contained in any sales materials, consulting proposals or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

**SECTION 9: MODIFICATION OF AGREEMENT**

Any modification of this shall be binding only if placed in writing and signed by each party.

**SECTION 10: COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**SECTION 11: NOTICE**

Any notices under this agreement shall be deemed received when deposited in the United States mail, postage prepaid, certified mail, return receipt requested or delivered to an overnight courier, addressed to the district.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Capital Area T.U.  
School District

Andria B. Saia  
Printed Name

Andria B. Saia  
Signature

4/26/24  
Date

Messiah University

Jennifer Fisler, Ed.D.  
Printed Name

Jennifer Fisler  
Signature

4/26/2024  
Date

