

Ag Educator's Equipment and Technology Professional Development

The following documents were created as a packet to assist secondary school-based agricultural educators in gaining first-hand knowledge about the agricultural equipment industry. This knowledge will serve to educate teachers so that they can more adequately instruct their students about the technical aspects of the agricultural equipment industry. The ultimate goal is to educate the students about opportunities and prepare them for jobs in the agricultural workforce.

The following documents are designed to outline the relationship between participating equipment dealerships, teachers, and the teachers' school districts. These documents establish that this professional development opportunity is one that is acknowledged and encouraged by the school district. There are two documents in this packet, designed to be used in tandem. The documents are designed as a template; they may not be appropriate in every situation. All provisions with blank spaces (_____) should be addressed by the signing parties. It is generally advisable for parties to direct any legal questions to private legal counsel. These documents were prepared by the Penn State Law Rural Economic Development Clinic, which is not acting as a representative of, or counsel to, any of the specific parties involved in this professional development opportunity.

The two documents in this packet are the Application and the Memorandum of Understanding. It is generally advisable that a dealership not allow a teacher to shadow its employees if the teacher has not signed the Application and a representative of the school district has not signed the Memorandum of Understanding. It is important that both documents be fully executed before the teacher begins any activities related to this professional development opportunity. The Application and Memorandum of Understanding are explained and outlined below.

I. Application

This document enables an equipment dealership to provide a comprehensive experience for a teacher by reducing the potential liability faced by the dealership. The Application outlines the relationship between the dealership and the teacher. The Application also outlines some of the risks involved with working on and around agricultural equipment.

The last section (5.) of the Application outlines a choice of law provision. This section should be filled in by the dealership before the teacher signs the Application. It is generally advisable for the dealership to fill in this section with the state in which the dealership is located.

II. Memorandum of Understanding

This document is designed to outline the relationship between the dealership and the teacher's employer. The Memorandum of Understanding is designed to acknowledge the benefits and responsibilities of all parties involved.

The Memorandum of Understanding is to be signed by a dealership employee and a representative of the school district before the teacher starts shadowing any of the dealership's operations. The representative of the school district should be an individual who has the authority to authorize professional development opportunities or to otherwise oversee the teacher's job responsibilities. The signee for the school district may be a building level administrator (principal, vice principal, etc.) or even the superintendent of the school district depending on the administrative structure of the school district.

Application for Ag Educator's Equipment and Technology Professional Development

Ag Teacher's Name: _____ Dealership Name: _____

Date(s) of Professional Development: _____

1. **I desire to gain practical experience and education**, an enhanced understanding of career opportunities within the agriculture industry, and a better ability to educate the students that I teach through my role as a secondary school-based agricultural educator. I understand that I am not an employee of the dealership, will not be monetarily compensated by the dealership, and am not covered by the insurance (including workers' compensation) of the dealership.
2. **I agree to release the dealership from any and all liability to the fullest extent allowed by law** for any and all claims, whether asserted directly or through subrogation:
 - a. that arise or may arise relating to any activity (including, but not limited to, being in close contact with equipment and observing its repair and maintenance) associated with shadowing dealership personnel;
 - b. that arise or may arise at any location (including, but not limited to, travel to locations where the dealership is conducting operations) associated with shadowing dealership personnel; and
 - c. that arise or may arise from any loss, damage, expense, or injury associated with shadowing dealership personnel that I, my estate, or my next of kin may incur.
3. **I agree to defend, hold harmless, and indemnify** the dealership and its officers, employees, agents, and affiliates from and against liability for any claim or loss (including economic loss, attorney fees, and litigation costs) associated with my shadowing of dealership personnel.
4. **I acknowledge and agree that:**
 - a. **I am aware of the risks** that are associated with equipment that I may encounter during my shadowing of dealership personnel including, but not limited to, tractors, mowers, combines, choppers, and other equipment.
 - b. **I have reviewed, am familiar with, and will comply at all times with the safety instructions provided by any dealership personnel.** I will observe all instructions and warnings posted on or around the equipment. I will follow any written safety material provided to me by any dealership personnel. I will not engage with any equipment with which I am uncomfortable.
 - c. **I voluntarily assume the risks**, both known and unknown, including serious injury and/or death, associated with my shadowing of dealership personnel.
5. **This agreement shall be governed by _____ (insert state) law**, without regard to its choice of law rules. Any dispute or claim relating to this Agreement shall be finally resolved by binding arbitration under the United States Arbitration Act and the applicable statutes of the above-named state.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(Participant Signature)

(Date)

(Participant Print Name)

**Memorandum of Understanding
for Ag Educator's Equipment and Technology Professional Development**

Ag Teacher's Name: _____ School District: _____

Dealership Name: _____

1. **This Memorandum of Understanding addresses the employment status of the above-named teacher** in regards to the professional development shadowing opportunity at the above-named dealership. The purpose for the Ag Educator's Equipment and Technology Professional Development is to introduce the teacher to tractors, mowers, combines, choppers, and other related equipment used by the agricultural industry, in turn educating the teachers on the practical matters of the industry.

- a. This practical experience will allow the teacher to pass knowledge onto students and more adequately prepare them to enter the agricultural workforce.
- b. The teacher's participation in dealership operations may include travel to job sites to conduct repairs and service in addition to learning the necessary education and skills to be employed in this field.
- c. The teacher's participation will be from ____/____/____ to ____/____/____ (insert dates of shadowing) or any other dates agreed upon by the parties.

2. **School District acknowledges:**

- a. This professional development opportunity is beneficial for both the school district and the teacher as it provides practical education and prepares the students of the school district to enter into the agricultural workforce.
- b. The teacher is participating in this professional development opportunity under the scope of their employment by the school district, and therefore will be covered by the school district's insurance and workers compensation policy during their involvement in dealership operations.

3. **The Dealership acknowledges:**

- a. The dealership will allow the teacher to participate in Ag Educator's Equipment and Technology Professional Development Shadowing with dealership personnel.
- b. The dealership will not monetarily compensate the teacher, and the dealership will not treat the teacher as an employee of the dealership in any manner.

(Dealership Representative Signature)

(Date)

_____ for _____
(Print Name) (Dealership)

(School District Representative Signature)

(Date)

_____ as _____ for _____
(Print Name) (Job Title) (School District)