

**Memorandum of Agreement
Between
Cumberland County Schools
And**

Valdosta State University

This Memorandum of Agreement made and entered into this the 5th day of March, 2014, by and between Valdosta State University, hereinafter referred to as UNIVERSITY; and Cumberland County Schools, hereinafter referred to as CCS.

WITNESSETH;

THAT WHEREAS, UNIVERSITY and CCS deem it to be of mutual interest to form a working relationship to provide professional learning experiences for students of UNIVERSITY and to enrich the program of CCS through the stimulus of the relationship with UNIVERSITY and its students; and

WHEREAS, both parties desire to establish this agreement and desire to reduce the terms of this agreement to writing;

NOW THEREFORE, for and in consideration of the mutual promises to each other as hereinafter set forth, the parties hereto do agree as follows:

1. UNIVERSITY shall be responsible for assigning students to the program for professional experience. CCS agrees to accept students from UNIVERSITY for such experiences beginning March 5, 2014. UNIVERSITY shall notify CCS one month in advance of the planned schedule of student assignments to professional duties including the date, number of students and instructors if applicable. The schedule shall be subject to written approval by CCS.
2. This agreement may be terminated by either party with 30 days written notice. This agreement may be modified by mutual consent provided any and all modifications will be in writing and signed by officials of UNIVERSITY and CCS.
3. The students of UNIVERSITY shall be responsible for the proper custody and care of any of CCS property furnished them for use in connection with the performance of this agreement.
4. UNIVERSITY, at its sole expense and cost, shall provide faculty as may be required for the teaching and supervision of students assigned to the program for professional experiences.
5. UNIVERSITY agrees that at all times students and faculty are subject to the supervision of CCS administration and UNIVERSITY shall inform both students and faculty that they must comply with all applicable rules insofar as they may pertain to the activities of both while at CCS's facility, and failure to comply shall constitute a cause for terminating such student's assignment to or faculty member's relationship with CCS. CCS shall provide copies of all

- policies and procedures to the students and faculty members and acceptable dress by CCS prior to their arrival.
6. The students and faculty shall respect the confidential nature of all documentation and information associated with CCS.
 7. UNIVERSITY students will adhere to CCS' holiday schedule. Any holidays required according to UNIVERSITY schedule will be taken at the discretion of UNIVERSITY. Students shall be informed of holiday schedule.
 8. Both parties will accept students and afford them the same opportunities without regard to race, religion, sex, age, national origin, or disability.
 9. UNIVERSITY and CCS will work cooperatively in planning for a student's placement at CCS. CCS reserves the right to deny placement for a student if (a) the student fails to meet the prerequisites established by the designated supervisor, (b) the student cannot meet the designated time commitment, or (c) the appropriate supervision is unable to commit adequate time for supervision. UNIVERSITY will provide CCS with information concerning the student's academic and clinical preparation, needs for clinical experience, and time availability.
 10. When a student is accepted into the program, UNIVERSITY and CCS will cooperate in setting educational and clinical goals and in planning for the internship.
 11. Communications and visitations between the officially designated representatives of CCS and UNIVERSITY shall be arranged as deemed necessary by either party. Advance notice of visitations shall be given. Each party will keep the other informed of changes in curriculum program and staff which may affect the clinical educational program.
 12. The students will be assigned to CCS solely for the purpose of obtaining a professional experience and will not be considered employees of CCS for the purpose of compensation or for any other purpose or benefits having to do with an employment status. CCS will not be responsible for providing social security benefits, unemployment compensation, workmen's compensation coverage or other employment benefits while assigned.
 13. Withdrawal of a student from an assignment will be accomplished on request by CCS, UNIVERSITY, or the student. CCS may request UNIVERSITY to withdraw a student from the assigned clinical education experience when the student's performance is unsatisfactory or behavior is disruptive or detrimental to CCS and/or its customers. UNIVERSITY may withdraw a student from the education experience at CCS upon request of CCS or when in University's judgment, the experiences do not meet the needs of the student of UNIVERSITY. It is understood that only UNIVERSITY can dismiss the student from its professional education program for performance or conduct not justifying continuance in professional education.
 14. Both parties agree that it is the responsibility of the student to obtain adequate health insurance.
 15. UNIVERSITY understands that CCS does not warrant, guarantee, or promise that the degree and/or certification conferred by UNIVERSITY is recognized by the State of North Carolina or meets the teacher licensure requirements of

the State of North Carolina. Students must contact the North Carolina Department of Public Instruction independently to determine eligibility requirements for licensure.

16. UNIVERSITY shall do or cause to be done the following:

- a. Assign to CCS only such students as are, to UNIVERSITY's knowledge, in good health at the time of reporting for clinical education. UNIVERSITY shall, to the extent of its knowledge, inform CCS of any special health problems any assigned student may have. The University shall have on record and make available on request: current immunizations as required by the clinical faculty including results of tuberculosis tests conducted within the past six months.
- b. Assign a UNIVERSITY faculty member who will be liaison representative for UNIVERSITY. The name and address of said representative shall be communicated to CCS.
- c. Provide written communication to CCS regarding its performance in education experiences. Said communication may include general information of the students' evaluations of their experience with CCS.
- d. The University or the student shall secure professional liability insurance coverage for the student's participation in the clinical education experience at the facility in the amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. CCS shall be additionally named insured under such liability policy or policies.
- e. Require the students to provide their own transportation to CCS.
- f. Upon completion of the student's internship, withdrawal as described in Sec. 13 above, or other separation of the student from the internship for any reason, UNIVERSITY shall compensate CCS in the amount of \$180.00 per student in order to defray the costs associated with supervision.
- g. Maintain the confidentiality of all educational records of CCS's students consistent with the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 1232g), CCS policy and state law.

17. CCS shall do or cause to be done the following:

- h. Provide the supervision, physical facilities, and equipment necessary for the clinical education experiences.
- i. Designate an individual who may be called the Clinical Education Coordinator to be the liaison representative to UNIVERSITY. The name and address of said representative and any change in said representation shall be communicated in writing to UNIVERSITY.
- j. Provide student access to first aid and emergency care for illnesses or accidents occurring on the property operated by CCS. CCS shall inform UNIVERSITY and, if appropriate, the student's parents of an emergency medical situation arising regarding the student's health.
- k. Submit to UNIVERSITY an evaluation of each student's performance and progress based on the student's activities during the clinical experience assignment. Said evaluation shall be provided in a form

designated or approved by UNIVERSITY and at a time specified by the contractor at the beginning of each assignment period. CCS shall provide the student ongoing feedback regarding their performance and a final evaluation conference will be held.

- l. Require each student assigned to CCS to have professional liability.
 - m. Require the student to have a physical examination prior to entering the program to assure that he/she is free of communicable or health problems, which would in any way, limit or impair function in the clinical affiliation. The student is financially responsible for any injury or illness occurring while at CCS.
 - n. Maintain the confidentiality of all educational records of UNIVERSITY's students consistent with the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 1232g).
18. The laws of North Carolina shall govern the validity and interpretation of the provisions, terms, and conditions of this contract.
 19. This contract may be amended upon the mutual agreement of the parties to the contract. All amendments shall be in writing and signed by the parties to the contract.
 20. For the purpose of written notification:

To the UNIVERSITY:

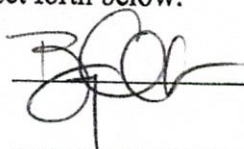
Valdosta State University
1500 North Patterson Street
Valdosta, Georgia 31698

To CCS:

Joseph Locklear, Ed.d
Associate Superintendent, Human Resources
Cumberland County Schools
P. O. Box 2357
Fayetteville, NC 28302

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below:

BY:



Date:

3/13/14

BY:

Joseph M. Locklear
Joseph Locklear, Ed.d.

Date: 3.6.14

Associate Superintendent, Human Resources
Cumberland County Schools
P. O. Box 2357
Fayetteville, NC 28302