

**Memorandum of Understanding Governing
Educational Internships and Field Experiences
in DeKalb County School District**

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this **21st** day of **January** by and between the DeKalb County School District located in Stone Mountain, Georgia (hereinafter referred to as "DCSD"), and THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF VALDOSTA STATE UNIVERSITY located in **Valdosta, GA** (hereinafter referred to as "Postsecondary Institution"). DCSD and Postsecondary Institution are collectively referred to hereinafter as the "Parties" and individually as a "Party."

WHEREAS Postsecondary Institution sponsors high quality exploratory educational experiences in the field for students in the University's Colleges while at the same time enhancing the resources available to DCSD for the provision of education;

WHEREAS Postsecondary Institution desires to enter into an arrangement with DCSD under which certain of Postsecondary Institution's students (hereinafter "Student" or "Students") will be given the opportunity to do fieldwork in the DCSD; and

WHEREAS it is within the scope of the mission of the DCSD to support such fieldwork as is encompassed within the Internship Program (hereinafter "Program") in that it provides a supplement to the educational services for DCSD students and serves as a source for providing professionals for later employment with the DCSD. Educational experiences can include but are not limited to, school and classroom observations, part time placements (practicums) student teaching, yearlong placements and internships.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Fieldwork STUDENTS IN DCSD
 - a. DCSD will, under the terms and conditions of this Memorandum of Understanding, accept Students for fieldwork in the DCSD in the Program. Students will be accepted for fieldwork assignments at times and for durations mutually agreed upon by the Parties. DCSD reserves the right to accept only the number of Students it deems to be feasible in light of existing circumstances at any given time, and reserves the right to accept no Students.
 - b. Specific fieldwork and the instruction connected therewith will be of such content, and cover such periods of time mutually agreed upon by the Parties

and will occur according to the schedule and program descriptions provided by Postsecondary Institution to and approved by DCSD in advance of each fieldwork assignment; DCSD principals shall assign a qualified mentor teacher to serve as the designated classroom supervisor/mentor and resource for program students while at the school system's field site.

- c. Program students will be permitted to undergo a Georgia Professional Standards Commission required content performance pedagogy assessment also known as ("edTPA"). Program students seeking to videotape their lessons and collect samples of student work will provide the school with explicit forms from their university to document the parent, guardian, student, and adult permission for these activities. It is the responsibility of the Program student to provide the necessary permission forms. These permission forms must be obtained prior to recording their videotape or submitting student work.
- d. Postsecondary Institution will provide all information needed by DCSD for the appropriate placement of students including, but not limited to (completed DCSD Request for Laboratory Experiences Spreadsheet; description of placements; description of the nature and purpose of the experience). The Postsecondary Institution will provide to DCSD upon request and with proper authorization from the program student the following information about the program student: name, present address, telephone number, and email address.
- e. Postsecondary Institution is responsible for ensuring that each Student, prior to the Student's submission for beginning field work in DCSD, and shall, at no cost to DCSD:
 - i. Maintain and verify insurance in amounts acceptable to DCSD during the Student's participation in the Program.

The Student shall secure and maintain the following insurance which provides coverage for the Student: 1) professional liability insurance coverage in an amount not less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate; and 2) commercial general liability insurance coverage in an amount shall be maintained with a nationally recognized and reputable carrier less than \$1,000,000 per claim and \$2,000,000 in the annual aggregate. The Student's insurance coverage shall be maintained with a nationally recognized and reputable carrier. The Student will provide to DCSD, at least annually, a certificate of insurance evidencing the required insurance coverage-with an endorsement

of the commercial general liability insurance policy to include DCSD as an “Additional Insured” and a waiver of all rights of subrogation against DCSD for any losses arising out of or related to this MOU.

In addition, upon renewal or replacement of any required insurance coverage, Student will provide replacement certificates to DCSD. The certificate

insurance shall include a statement that the notice of cancellation shall be given pursuant to the terms and conditions of the policy.

- ii. Undergo a DCSD's Department of Public Safety criminal background check, the results of which are acceptable to DCSD. Including fingerprinting. National Crime Intelligence Center (NCIC) check.

For questions regarding this process contact:
Director, Department of Public Safety
DeKalb County School District
East DeKalb Facility
5861 Memorial Drive
Stone Mountain, Georgia 30092
678-676-1810

- f. Postsecondary Institution shall retain the responsibility for provision of the education program for Students and will maintain administrative and professional supervision of the Postsecondary Institution Students insofar as their presence and program assignments affect the operations of DCSD.
- g. Postsecondary Institution will require Student compliance with DCSD's rules, policies, procedures and directives and use its best efforts to keep Student informed as to the same and any changes therein.
- h. Postsecondary Institution shall verify that all students accepted into an initial teacher certification program and seeking field placements in the DCSD will have obtained a pre-service certificate issued by the Georgia Professional Standards Commission (Ga. PSC) which includes a criminal background check. The Ga. PSC will make the decision whether or not an accepted student will be issued a pre-service certificate and thus allowed to complete their field experience.

2. PROGRAM DIRECTORS AND INSTRUCTORS

- a. Postsecondary Institution shall be responsible for naming a Program Director who shall coordinate all field activity with designated DCSD staff members. The Program Director will have overall responsibility for the educational experiences of the Students doing fieldwork in DCSD.
- b. Postsecondary Institution shall be responsible for naming and providing instructors for its Students who shall be responsible for the education of the Students while doing fieldwork in DCSD. The instructors will monitor program students while at the DCSD field sites. Program instructors will specify in detail the type of work Students are to engage in and provide program expectations for the Student, the Postsecondary Institution and the

school staff. Postsecondary Institution shall not assign any instructor to the Program who is not appropriately licensed, and will keep evidence of the licensure of assigned instructors, which evidence shall be made available to DCSD upon request.

- c. Ensure that Students participating in field placements have reviewed the Georgia Code of Ethics for Educators. (www.gapsc.com)

3. DCSD COORDINATORS AND STAFF

- a. DCSD shall assign a coordinator for the Program. The coordinator's approval must be given prior to any course of fieldwork and all Student activities occurring in the DCSD. It shall be the responsibility of Postsecondary Institution's Program Director and instructor(s) to keep the coordinator informed of proposed fieldwork for any Student prior to the Student's assignment to the Program. While all DCSD staff will be expected to cooperate in approved fieldwork activities, no such activities shall interfere in the performance of the regular duties of any member of DCSD staff.

4. ACCESS TO INFORMATION AND CONFIDENTIALITY

- a. Subject to applicable law such as the Georgia Open Records Act and in a manner consistent with confidentiality requirements, DCSD may permit Students, Program Directors, and Instructors reasonable access to information, including relevant documentation and reports. Each such individual receiving such information shall maintain same in the strictest confidence and will in no manner disseminate any such information to any person not having a legitimate need therefore. Students, Program Directors, and Instructors agree to abide by all applicable federal, state, and local laws, regulations, and rules regarding the confidentiality of this information.

5. WITHDRAWAL OR REMOVAL OF STUDENTS AND INSTRUCTORS

Either Party may withdraw any Student from fieldwork in DCSD based upon perceived lack of competency on the part of the Student, the Student's failure to comply with the rules, policies or directives of DCSD or Postsecondary Institution, or for any other reason where either Party reasonably believes that it is not in the best interest of the Program or the mission of either Party for the Student to continue.

6. NON-DISCRIMINATION

- a. There shall be no discrimination on the basis of race, disability, national origin, religion, sex, color, age, sexual orientation, gender identity or handicap in either the selection of the Students for participation in the Program, or as to any aspect of the fieldwork. DCSD's obligation to provide reasonable accommodation to handicapped or disabled participants, to the extent any

such legal obligation exists, shall be limited to the provision of reasonable, physical access to its facilities, reasonably necessary to participate in the Program. All other required accommodations shall be the sole obligation of the Postsecondary Institution.

7. TERM/TERMINATION

- a. The term of this MOU shall be from July 1, 2020 through the end of the June 30, 2023 academic year. Either Party may terminate this MOU upon thirty (30) days written notice. This MOU may be renewed by a letter of agreement signed by the officials authorized to execute the original MOU.

8. NO THIRD PARTY RIGHTS

- a. This MOU governs the relationship between the Parties hereto and is not intended to, nor shall it be construed to, create rights in any third party, including any Student.

9. MENTOR/COOPERATIVE TEACHER COMPENSATION

The Postsecondary Institution shall be responsible for making all stipend payments DIRECTLY to the mentor/cooperative teacher (when applicable) and that DCSD shall not be responsible for any portion of that processing process.

10. NOTICES: All required notices under this MOU shall be in writing, shall be deemed delivered 3 days after deposit in the United States mail with adequate postage affixed thereto, and shall be addressed as follows:

To DCSD:

Ms. Chelonnda Seroyer
DeKalb County School District
1701 Mountain Industrial Blvd.
Stone Mountain, Georgia 30083

To DCSD:

Mrs. Cheryl Watson-Harris, Superintendent
DeKalb County School District
1701 Mountain Industrial Blvd.
Stone Mountain, Georgia 30083

To Postsecondary Institution:

10. ENTIRE AGREEMENT

This MOU constitutes the entire agreement of the Parties and may not be amended or revoked except by a written agreement signed by each Party.

11. GOVERNING LAW

This MOU shall be governed by the laws of the State of Georgia.

12. STUDENTS

a. Independent Contractors: In the performance of the duties and responsibilities described herein, Students and Instructors shall, at all times act as Independent Contractors, not as regular agents or employees of DCSD.

b. Lawful Directions: Students and Instructors shall be guided by, and conform to all lawful directions given to them by DCSD or its Designee(s), provided the orders and directions agree with the principles established in this MOU.

c. No Authority to Commit District: Students and Instructors shall incur no financial obligation on behalf of DCSD without advance written approval of DCSD.

13. GENERAL PROVISIONS

a. Captions: Any captions to or headings of the articles, sections, sub-sections, paragraphs, or sub-sections of this MOU are solely for the convenience of the Parties, are not a part of this MOU, and shall not be used for the interpretation of determination of validity of this MOU or any provision hereof.

b. Counterparts: This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

c. Waiver of Provisions: Any waiver of any term or condition herein must be in writing, and signed by the Parties. A wavier of any of the terms and conditions shall not be constructed as a waiver of any other term or condition herein.

d. Severability: The provisions of this MOU shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of the MOU shall be effective and binding upon the Parties to the maximum extent practicable in light of the remaining provisions of this MOU.

e. No Assignment: This MOU, and the obligations and benefits thereof, may not be assigned without the written consent of the non-assigning Party.

AGREED TO AND ACCEPTED BY:

DeKalb County
School District

Postsecondary
Institution

Mrs. Cheryl Watson-Harris

Robert T. Smith/Provost & VPAA

Superintendent

Printed Name and Title

Signature of Superintendent

Signature of Dean or Designee

Date: 08/21/2020

Date: 7/7/20

Approved as to form
Valdosta State University
Office of Legal Affairs
Justin M. Arrington, Asst. Univ. Attorney
June 25, 2020