FAYETTE COUNTY BOARD OF EDUCATION

LaFayette Educational Center
205 LaFayette Avenue
FAYETTEVILLE, GEORGIA 30214
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www.fcboe.org

Joseph C. Barrow, Jr. Ed.D
Superintendent

Agreement between the Fayette County School District and Valdosta State University with respect to Exploratory Educational Experiences

This agreement is made and entered into this 4th day of June 2015 by and between the Fayette County School District, located in Fayetteville, Georgia (hereinafter referred to as School District) and the Board of Regents of the University System of Georgia, on behalf of the Valdosta State University (hereinafter referred to as University). All obligations of the Board of Regents of the University System of Georgia under this agreement will be performed by Valdosta State University. WITNESSETH, the purpose of this agreement is to establish conditions for Valdosta State University students to participate in Exploratory Educational Experiences in the Fayette County School District.

WHEREAS, the University wishes to place its students enrolled in exploratory leadership, teaching or service provider programs in School District settings so that exploratory educational experience students may gain practical field experience; and,
WHEREAS, the School District is willing to accommodate such exploratory educational experience students and supervise their activities in School District settings,
NOW, THEREFORE, and in consideration of the following mutual promises, covenants, and conditions, it is hereby agreed as follows:

I. Responsibilities of the University

1. The University or its appropriately designated responsible Department shall do or cause to be done the following:
   a. Approval of Assignment

   The College/University Administrator with oversight responsibility for coordination of Exploratory Educational Experiences (hereinafter referred to as the College/University Administrator) will communicate with the School District through the Assistant Director of Human Resources prior to the placement of any exploratory educational student in any settings in the School District. The College/University Administrator will specify in detail the type of work in which the exploratory educational experience student is to engage (internship, practicum, classroom observations, student teaching), the extent of the assignment in terms of time, and the position title of the individual or individuals of the School District staff under whose guidance the work is to be done.

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The Fayette County Public School District does not discriminate on the basis of race, color, religion, sex, national origin, age or disability in any of its employment practices, educational programs, services or activities. For additional information about nondiscrimination provisions or to request accommodations based on a disability, contact the Human Resources Department (770.460.3535).
b. **Syllabus**

For each Georgia Military College course that has a field component, a syllabus will be developed and provided to the School District and will include the roles and responsibilities of the exploratory educational experience student and of the *Valdosta State University* faculty and the expectations of the School District faculty members and administrators.

c. **Liability Insurance**

The School District carries no liability insurance providing coverage for candidates participating in Exploratory Educational Experiences. The Coordinator for Exploratory Educational Experiences will make available to all candidates participating in Exploratory Educational Experiences in the School District information about the availability of liability insurance.

d. **Responsibility of School Principal**

The College/University Administrator for Exploratory Educational Experiences shall make known to their personnel and to students placed in Exploratory Educational Experiences assignments that the school principal is the responsible person in any school and has the right to discontinue any assignment at any time without prior notice.

e. **Copies of Agreement**

The Assistant Director of Human Resources will provide to the College/University Administrator a properly executed copy of the Agreement and will also provide a copy to each facility in which students are placed for Exploratory Educational Experience assignments.

f. **Coordinator**

The University will provide a staff member to coordinate the activities of all exploratory educational experience students placed in the School District. Students engaged in exploratory educational experiences will be supervised and evaluated by College/University Administrators for Exploratory Educational Experiences and appropriate School District employees in accordance with provisions outlined in the syllabus.

g. **College/ University Student Information**

The University will provide to the School District, as a minimum, the following information about exploratory educational experience students: Name, present address, telephone number, email address, former work/teaching experience and courses in major field. Specific colleges/universities may have procedures that require them to obtain a release from the exploratory educational experience student allowing disclosure of this information. The University, at its discretion, may require its students to sign a release allowing the University to disclose this information.
h. Removal and Reassignment

The University will remove, reassign, or otherwise address the problems of any student whose work is judged by the supervising host teacher/staff member or building/department administrator to jeopardize the educational advancement of a particular class or the effectiveness of any other School District environment.

II. Responsibilities of the School District

1. The School District shall do or cause to be done the following:

   a. Background Checks

   All University students in the programs to be placed in exploratory educational experience assignments in the School District will be subject to criminal background checks in accordance with state law for all employees. A satisfactory criminal background check must be on file with the School District before any college or university student will be placed in a school system setting under this Agreement. The School District will conduct the criminal history check prior to placement. The School District reserves the right to refuse to allow any person to participate in the program, in its sole discretion, based upon the results of the criminal background check.

   b. Observation

   Individual University Exploratory Educational Experience students in the programs of the University will be allowed to observe regular classroom work and other activities of the School System staff, as appropriate based on the specific student’s approved Exploratory Educational Experience needs. Group observations will be permitted but only upon specific prior arrangement between the College/University Administrator of Field Experiences, the Assistant Director of Human Resources and the involved school administrator.

   c. Participation and Exploratory Educational Experiences

   Pre-student teaching laboratory students in the programs may be assigned to specific teachers and specific school situations for professional laboratory experiences and teaching activities upon the prior approval of the appropriate School District authorities. The student’s desire to be useful in the school is compensation for the opportunity to participate in Exploratory Educational Experiences. Students will assist administrators and pupils in various activities, but will assume only those responsibilities which the School District staff members delegate to them. At all times their activities will be under the direction of the designated responsible teacher or administrator of the school.

   d. Special Field Studies and Research Projects

   University students in Exploratory Educational Experiences will be permitted to conduct special field studies and research projects and to provide special services for groups and individual pupils when prior approval has been granted by the administrators of the School District to a responsible staff member of the University on behalf of one or more students.
e. **Responsible Exploratory Educational Experiences**

Students will be received for exploratory educational experience assignments when such placements have been approved by School District officials and by the administrators, teachers and other staff members to whom the students are assigned. Exploratory educational experience students will be supervised jointly by the cooperating teachers and principals or other administrators of the School District, and by properly designated University supervisors. After a reasonable period of orientation the cooperating host teacher/staff member, as appropriate, will delegate increasing responsibilities to the exploratory educational experience student as the capacity to carry on such responsibility is demonstrated; however, the work of the exploratory educational experience student shall always be carried on under the immediate supervision of the regular teacher/staff member. In the absence of the regular teacher or staff member from the work site, the School District will provide a substitute supervising teacher/staff member.

f. **Right of Refusal of Selected Students**

The School District has the right to refuse to allow any particular student to participate in a program under this agreement at its discretion.

g. **Authority of the School District**

The supervision of University student activities of whatever type will be administered by selected members of the designated School District staff. The School District will retain responsibility for the education of its students and will maintain administrative and professional supervision of the University students insofar as their presence and program assignments affect the operations of the School District.

III. **Mutual Responsibilities**

1. The University and the School District will be mutually responsible for the following:

   a. **Nondiscrimination**

      Both parties agree that no exploratory educational experience teaching students or employees of either the School District or the University will be discriminated against on the basis of race, color, religion, sex, national origin, age or disability in any of its educational programs, employment practices, or other services or activities.

   b. **Collaborative Authority of School District and University**

      The supervision of University student activities of whatever type will be administered cooperatively by selected members of designated School District staff and the University. It is expressly understood that no student will be assigned for any experience without provision for guidance of his or her activities by a member of the University. Working relationships between the University staff members and staff members of the School District will be developed jointly but final authority for activities in the schools rests with the administration of the School District.

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c. Removal and Assignment

All university student participants must be mutually acceptable to both parties and either party may withdraw from a program based upon perceived lack of competency on the part of the student, the student’s failure to comply with the rules and policies of the School District or the University, or for any other reason where either party reasonably believes that it is not in the best interest of the program or agreement between the School District and the University for the student to continue.

d. Right to Limit Students

The number of students to be assigned by the University to the School District will be kept within reasonable limits based upon professional criteria, the most important of which is the welfare of the school pupils. In practice the exact number of students to be received at any time will be determined by consultation between the Director of Exploratory Educational Assignments and the administrative authorities of the School District. The School District reserves the right to determine, in its sole discretion, the number of students that can be accommodated within the School District.

e. Quality Learning Experience

The parties will work together to maintain an environment of quality learning experiences for both University and School District students. At the request of either party, a meeting will be promptly held between University and School District representatives to resolve any problems or develop any improvements in the operation of this program.

IV. Terms of Agreement

1. The Term of the Agreement shall be for a period of one year commencing July 1, 2015 and terminating on June 30, 2016, provided, however, that either party may sooner terminate this agreement upon 60 days notice in writing to the other.

2. This Agreement shall supersede any previously executed agreement for the relevant time period, July 1, 2015 through June 30, 2016.

3. This Agreement may be modified by mutual consent provided any and all modifications hereto shall be in writing and signed by officials of both institutions.

4. This Agreement may be renewed annually. If the Agreement is renewed without modification, such renewal may be evidenced by a letter of agreement signed by the officials authorized to execute the original agreement.

5. Neither party has an express or implied right of authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

6. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.
7. For the purpose of this Agreement, the individuals identified below are hereby designated representatives of the respective parties. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent:

School District: Fayette  
Name: Kim Herron  
Title: Director, School Improvement/Professional Learning  
Fayette County School System  
210 Stonewall Avenue  
Fayetteville, Georgia 30214  
Phone: 770-460-3990 ext. 186 / Fax: 770-460-3981

University: Valdosta State University  
Name: Ms. Renee Whitmer  
Title: Assistant Director for Certification and Student Teaching  
Organization:  
Street Address: 1500 N. Patterson Street  
City, State & Zip Code: Valdosta, GA 31698-5439  
Phone: 229-249-2786 Fax: 229-333-5439

Any notice mailed in compliance with this clause will be deemed to have been given upon the earlier of receipt or three days after deposit, except that notice of change of address will not be deemed effective until actual receipt by the intended recipient.

8. The parties hereby acknowledge that they are independent contractors and neither University nor any of its agents, representatives, students or employees shall be considered agents, representatives or employees of School District; likewise no agents, representative or employees of School District shall be considered employees of University. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Each party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No remuneration is contemplated under this Agreement. Neither party shall look to the other party for salaries, insurance or other benefits from the other party. No third person is entitled to or shall receive any rights under this Agreement.

IN WITNESS WHEREOF, this agreement was distributed on the date first above written and confirmed on the dates shown below.

Fayette County School District:  
210 Stonewall Avenue, West  
Fayetteville, Georgia 30214  

[Signature]  
Joseph C. Barrow, Jr., Ed.D. Superintendent

Date: 6-8-15

Valdosta State University  
1500 N. Patterson Street  
Valdosta, GA 31698-5439

[Signature]  
University Official

Date: 5/28/15

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