



Where Excellence and Creativity Merge

Superintendent

Jonathan S. Patterson, Ph.D.

Board of Education:

Roy Rabold, Chairman
Brian Anderson, Vice-Chairman
Scott Hollowell
Randy Hough
Leonard Presberg

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

This agreement is made and entered into this 1 day of July, 2022, by and between the **Fayette County School System** (hereinafter referred to respectively as the "School System") and the Board of Regents of the University System of Georgia by and on behalf of **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 the Valdosta State University. WITNESSETH, the purpose of this agreement is to establish conditions for University students to participate in Exploratory Educational Experiences in the 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 System is willing to accommodate such exploratory educational experience students and supervise their activities in School District settings, NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is 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 University Administrator with oversight responsibility for coordination of Exploratory Educational Experiences (hereinafter referred to as the University Administrator) will communicate with the School District through the Director of Elementary Education prior to the placement of any exploratory educational student in any settings in the School District. The 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.

- b. Syllabus

For each University 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 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 University will inform all its participating students of the School District's requirement that they must procure and maintain professional liability insurance in the amounts, form, and by a carrier satisfactory to the School District and University, and covering the students' activities at the School District, and will provide evidence of such insurance to the school district prior to participation. University faculty members will be provided professional liability coverage pursuant to the terms and conditions of the Georgia Tort Claims Act (O.C.G.A. 50-21-20 et Seq.). The University will provide Workers' Compensation Insurance coverage for its participating faculty members. However, the University will not provide Worker's Compensation Insurance or other insurance coverage for its students. This paragraph will survive the termination of the agreement.

d. **Responsibility of School Principal**

The University Administrator for the 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. School Principal shall provide the other party and the student with immediate notice of the withdrawal and written reasons for the withdrawal.

e. **Copies of Agreement**

The Director of Elementary Education will provide to the 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 Experiences 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 University Administrators for Exploratory Educational Experiences and appropriate School District employees in accordance with provisions outlined in the syllabus.

g. **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 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. School District shall keep student information confidential in accordance with the Family Education Rights and privacy act of 1974, as amended.

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 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 University Administrator of Field Experiences, the Director of Elementary Education 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 designed responsible teacher or administrator of the school.

d. Special Field Studies and Research Projects

University students with 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, teacher 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. 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 of 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 operation of the School District.

h. **Mentor Teacher Criteria for Supervision of Student Teachers**

School District agrees to ensure that teachers approved to supervise student teachers have met the criteria for mentor teacher eligibility as outlined by the Georgia Professional Standards commission in GaPSC Rule 505-3-.01.

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 student or employees of either the School District or the University will be discriminated against on the basis of race, color, religion, sex, sexual orientation, 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. 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, although University faculty will not be present on site. Working relationships between the University staff members and staff members of the School District will

be developed jointly but final authority for activities and supervision in the schools' rests with the administration of the School District.

c. Removal and Assignment

All university student participants must be mutually acceptable to both parties and either party may withdraw a student 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 numbers 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 and to support University students' completion of edTPA as required of the Professional Standards Commission. 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, 2022 and terminating on June 30, 2023, 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.
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 expressed 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 on 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 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 County Schools
Name: Heidi Pfannenstiel
Title: Director of Elementary Education/Student Achievement Office
Fayette County School System
205 Lafayette Avenue
Fayetteville, Georgia 30214
Phone: 770-460-3990 ext 1143
Email: pfannenstiel.heidi@mail.fcboe.org

University: Valdosta State University
Name: Melissa Nolley
Title: Partnership Relations Specialist
Address: 1500 North Patterson Street – Room 2030 Education Center
City, State, Zip Code: Valdosta, GA 31698-5439
Phone: 229.249.2786/229.249.333.7834
Email: mmnolley@valdosta.edu

MOU Contact:
Name: Melissa Nolley
Title: Partnership Relations Specialist
Address: 1500 North Patterson Street
Valdosta, GA 31698
Phone: 229.249.2778
mmnolley@valdosta.edu

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. Students shall also not be considered employees or agents of the 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 Public Schools
205 Lafayette Avenue
Fayetteville, GA 30214

Valdosta State University

Kim Herron
Assistant Superintendent
Student Achievement

Date:

DocuSigned by:

Kathy Warner

Dr. Kate Warner

Acting Dean, Dewar college of Education &
Human Services

Date: 5/13/2022 | 2:01 PM EDT

DocuSigned by:

Robert T. Smith

Dr. Robert Smith

Provost & Vice President for Academic Affairs

Date: 5/18/2022 | 3:35 PM EDT

Approved as to form
Valdosta State University
Office of Legal Affairs
Justin M. Arrington, Chief Legal Affairs Officer
May 17, 2022