

**CHEROKEE COUNTY SCHOOL SYSTEM**  
**FIELD EXPERIENCE AND THERAPY INTERNSHIP AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into on this 1<sup>st</sup> day of August 2022, by and between The Board of Regents of the University System of Georgia by and on behalf of VALDOSTA STATE UNIVERSITY Dewar College of Education and Human Services, ("University") and CHEROKEE COUNTY SCHOOL SYSTEM ("School System").

**RECITALS**

WHEREAS, University offers programs in education ("Program") and seeks to partner with school systems and schools to develop educational field experiences for the students enrolled in such Program (the "Candidates"); and

WHEREAS, field experiences include, but are not limited to, a) course-based on-site activities such as interviews, school and classroom observations and discussions with School System personnel; b) exploratory and pre-student teaching activities; c) demonstration teaching assignments; d) special field studies and research projects; e) student teaching/capstone experiences; and f) clinical practicum assignments (the "Field Experiences").

WHEREAS, School System is willing to make available its educational and professional resources to such Candidates for these Field Experiences; and

WHEREAS, University and School System mutually desire to contribute to the education and professional growth of University Candidates and the educational initiatives and goals of the School System and its students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

**I. TERM AND TERMINATION**

This Agreement shall commence on the date set forth above and shall continue for a period of one (1) year (the "Initial Term"). Upon expiration of the Initial Term of this Agreement, this Agreement shall automatically renew for successive one (1)-year periods (each a "Renewal Term") for a period of up to five (5) years, or, if any Candidate is in the course of a Field Experience at that time, the term will continue until the close of the School System's school year, whichever is longer. Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon sixty (60) calendar days' prior written notice to the other party.

**II. UNIVERSITY RESPONSIBILITIES**

A. University shall be responsible for requesting the assignment of Candidates to School System for Field Experiences. University will provide School System with information relating to the number and identification of Candidates requested to be assigned and identify the type of Field Experience. University agrees to request assignments to School System only for those Candidates who have completed the required pre-requisite course of study as determined by University. University shall have the full responsibility for employment practices regarding its representatives and supervisors and decisions regarding employment status; Candidate grading and advancement; and the conduct of any Candidate or staff disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations, and case law.

B. University shall provide a University Supervisor (the "University Supervisor") who will act as a liaison between University and School System. University Supervisor shall have a minimum of a master's degree in the academic field(s) supervised and a minimum of three (3) years teaching experience, including teaching experience in the specialty supervised. The

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University Supervisor will be responsible for maintaining communication with School System and assisting school personnel relating to the Field Experiences. The University Supervisor will promptly respond to any concerns raised by School System representatives.

C. University shall provide School System with information relating to the specific requirements for each type of Program Field Experience including required hours, structure, activities, and supervision requirements at the time of any assignment.

D. University is an agency of the State of Georgia and is subject to the provisions of the Georgia Tort Claims Act (GTCA). O.C.G.A. 50-20-21 et. Seq. Pursuant to GTCA, University and its employees are covered for enumerated claims to a maximum of One Million Dollars (\$1,000,000) per person and Three Million Dollars (\$3,000,000) per occurrence. Participating Candidates must show proof of liability insurance in amounts satisfactory to the School System and will provide evidence of such insurance upon request from the School System. University will inform its participating Candidates of School Systems requirements regarding the professional liability insurance. University will provide Worker's Compensation Insurance coverage for its participating staff members. However, University will not provide Worker's Compensation Insurance or other insurance coverage for its Candidates.

E. University shall promptly notify the School System of any problem or difficulty arising with a Candidate and a discussion shall be held either by telephone or in person to determine the appropriate course of action. University shall immediately notify the School System of any problem or difficulty arising with a Candidate which could endanger the safety of any School System student or materially affect operations at the site to which Candidate is assigned.

F. University will require each Candidate to submit to and successfully complete the criminal background screening process established by the School System and as outlined in O.C.G.A. Section 20-2-211(e). School System will make the determination on whether a Candidate will be permitted to participate at the facility based on the review of the results.

G. University will require all Candidates if necessary and appropriate in School System's discretion during the period of participation, to undergo a health examination, as will be necessary to determine that they are free from any infectious or contagious diseases, are able to perform their activities, and to ensure that students do not pose a direct threat to the health or safety of others.

**III. SCHOOL SYSTEM RESPONSIBILITIES**

A. School System shall assign qualified staff members to serve as site supervisors (the "Cooperating/Host Teachers") for the Candidates. Cooperating/Host Teachers shall serve as the designated supervisor and resource for Candidates while at the School System's field site. Any specific qualifications or duties required of staff members will be provided by University in writing at the time the related assignment is requested.

B. School System shall provide opportunities for learning experiences for the Candidates that are planned, organized, and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines. School System shall keep time records relating to Candidates. School System reserves the right to limit the number of Candidates accepted, if any, as it deems appropriate and to determine reporting dates for Candidates in its sole discretion.

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C. School System shall provide Candidates with an orientation familiarizing Candidates with all policies, procedures, guidelines, and any other information that will enable them to function effectively at the School System's field site.

D. Cooperating/Host Teachers shall complete, with the Candidates, all written evaluations of the Candidates' performance according to the timeline established by University and provide such to the University Supervisor. School System shall also provide a verification of time records for the Candidates.

E. At the request of University, School System shall arrange for University faculty to observe Candidates' Field Experiences at mutually convenient times and subject to reasonable limitations in School System's discretion.

F. School System shall promptly notify the University Supervisor of any problem or difficulty arising with a Candidate and a discussion shall be held either by telephone or in person to determine the appropriate course of action. School System will, however, have final responsibility and authority to withdraw a Student from the Field Experience.

G. School System maintains professional liability insurance with a limit of no less than One Million Dollars (\$1,000,000) annual aggregate per annum covering itself and its faculty. School System shall provide University with proof of coverage upon request.

**IV. CANDIDATE RESPONSIBILITIES**

A. University shall inform Candidates that while participating in any Field Experience that they shall be required to abide by the rules, regulations, policies, and procedures of School System in addition to the rules, regulations, policies, and procedures of University.

B. University shall inform Candidates that they shall be required to comply with School System's confidentiality policies and the confidentiality provisions of the Family Educational Rights and Privacy Act ("FERPA") which govern the use and/or disclosure of educational records.

C. University shall inform Candidates that they shall be required to arrange for and provide to School System any information required by School System for the field experience, including, but not limited to, criminal background checks, drug testing, immunizations, or other health information.

D. Candidates may be provided with resources for use of email and internet access as necessary. Candidates shall use such resources only for purposes of the program. The use of the network must be consistent with the educational objectives of the Cherokee County School System. Transmission of any material in violation of any federal or state regulation or Cherokee County School System policy is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material or material protected by trade secret. Use for commercial activities or product advertisement is not acceptable unless approved by the Board of Education.

E. University shall inform Candidates of their responsibility to conform to School System policies, procedures, and directives applicable to the program.

F. Candidates shall be instructed that they are required to purchase and maintain a policy of professional liability insurance with a single limit of no less than One Million Dollars

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(\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Student shall provide the School System with proof of coverage upon request.

**V. MUTUAL RESPONSIBILITIES**

A. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the parties acknowledge and agree that the School System is an educational institution with a legitimate educational interest in the educational records of the Candidates participating in the Program and to the extent that access to Candidates' records are required by the School System in order to carry out the Program.

B. School System and University will promote a coordinated effort by evaluating the Field Experience annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

C. School System and University will work together to maintain an environment of quality learning experiences for both University and System students and to support University students' completion of any assessments as required by the Professional Standards Commission. At the instance of either party a meeting or conference will be promptly held between University and School System representatives to resolve any problems or develop any improvements in the operation of this program.

D. School System and University agree that the Candidates participating in the Field Experiences are at all times acting as student trainees during the Field Experiences. No Student participating in the Field Experiences will be deemed to be an employee of School System while participating in the Field Experiences. University will notify candidates prior to their assignment to a site that Field Experiences will be unpaid.

E. School System and University agree that Candidates will have equal access to their respective programs and facilities without regard for race, color, sex, age, religion or creed, marital status, disability, or veteran status, national or ethnic origin, socioeconomic status, sexual orientation, or other legally protected status. University shall notify School System of any necessary or desirable reasonable accommodation regarding any disabled student as soon as practicable after learning such reasonable accommodation might be required.

F. The terms and conditions of this Agreement may be amended by written instrument executed by both parties. This Agreement is the joint product of both parties and shall not be construed against either party as drafter.

G. This Agreement is nonexclusive. School System and University reserve the right to enter into similar agreements with other institutions.

H. This Agreement shall be governed by the laws of the State of Georgia.

I. This Agreement shall supersede any and all prior agreements between the parties regarding the subject matter hereof.

J. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given three (3) days after deposit thereof in the U.S. mail (postage prepaid).

K. Each party will be responsible for any injury or property damage caused by negligence or other wrongful act or omission of its own employees acting within the scope of

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employment and subject to such limitations as may be prescribed by applicable laws. Any liability of the University will be governed by the laws of the State of Georgia, including but not limited to the Georgia Tort Claims Act and Georgia Workers' Compensation Act.

L. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements, and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof.

**VI. CONTACT PERSONS**

The following individuals will respectively serve as the faculty/staff representative(s) for the University and the contact person for the School System:

**A. University Faculty/Staff Representative(s):**

Field Experience Program: Field Experience Placements

Placement Contact Name(s): Melissa Nolley, Partnership Relations Specialist

Address: Dewar College of Education and Human Services

Address: 1500 N. Patterson St., Valdosta, GA 31698-0085

Telephone Number: 229-333-7834

Fax Number: N/A

E-mail Address: mmnolley@valdosta.edu

**B. School System Contact Person:**

Name(s): Lindsay Bowley, Coordinator of Recruitment

Address: P.O. Box 769, Canton, Georgia 30169

Telephone #: (770) 704-4256

Fax Number: (770) 721-6323

E-mail Address: Lindsay.Bowley@CherokeeK12.net

In the event the University or School System Contact Person changes, the University or the School System, as appropriate, hereby agree to promptly notify the other party of such change.

*Signatures on following page.*

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**VII. SIGNATURES**

Name of University: VALDOSTA STATE UNIVERSITY

DocuSigned by:  
*David Slykhuis*  
Signature

Name: Dr. David Slykhuis

Title: Dean, Dewar College of Education and Human Services

Date as of 10/4/2022 | 2:18 PM EDT and effective nunc pro tunc as of August 1, 2022.

Name of University: VALDOSTA STATE UNIVERSITY

DocuSigned by:  
*Robert T. Smith*  
Signature

Name: Dr. Robert T. Smith

Title: Provost and V. P. of Academic Affairs

Date as of 10/4/2022 | 4:25 PM EDT and effective nunc pro tunc as of August 1, 2022.

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*[Handwritten Signature]*  
Signature

Name: Rick Beaulieu

Title: Chief Human Resource Officer

Dated as of 10/ and effective nunc pro tunc as of August 1, 2022.

Approved as to form  
Valdosta State University  
Office of Legal Affairs  
Justin M. Arrington  
Chief Legal Affairs Officer  
October 4, 2022