

Hanover County Public Schools Affiliation Agreement

This Affiliation Agreement is made and entered into this 10 day of May, 2022 , by and between The Board of Regents of the University System of Georgia by and on behalf of Valdosta State University ("School") and Hanover County Public Schools ("HCPS").

I. PURPOSE

The purpose of this Agreement is to provide educational field and clinical experiences ("educational experience(s)") for the School's selected students ("Students"), which take place at HCPS facilities and with HCPS's cooperation and participation.

II. THE SCHOOL'S RESPONSIBILITIES

- A. The School shall retain responsibility for coordinating Students' educational experiences with HCPS as well as responsibility for administering appropriate disciplinary action to Students who fail to adhere to HCPS's policies, regulations and practices.
- B. The School shall designate an administrator or instructor to serve as a liaison for HCPS and to facilitate communication between the School, HCPS and the Student.
- C. The School will work with HCPS to plan, in advance, the schedule of Student assignments, including dates and content areas.
- D. School is a 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, School and its employees are covered for enumerated claims to a maximum of One Million Dollars (\$ 1,000,000.00) per person and Three Million Dollars (\$3,000,000.00) per occurrence. Participating students must show proof of liability insurance in amounts satisfactory to the facility and will provide evidence of such insurance upon request of the Facility. School will inform its participating students of Facilities requirements regarding their professional liability insurance. School will provide Worker's Compensation Insurance coverage for its participating faculty members. However, School will not provide Worker's Compensation Insurance or other insurance coverage for its students.
- E. If requested, the School shall provide feedback and evaluation regarding HCPS's performance in providing educational experience to the School's Students.
- F. At no time shall Students be considered employees or agents of HCPS.

- G. The School agrees to notify Students that they are responsible for following the policies and regulations of the Hanover County School Board.
- H. Pursuant to Virginia Code § 22.1-296.1, the School shall certify that all Students and any employees, agents, volunteers, or other affiliated parties who will have direct contact with students on HCPS property during regular business hours or during HCPS-sponsored activities, have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- I. By its acceptance of this Agreement the School acknowledges that it has been advised that HCPS is subject to and must comply with the Family Educational Rights and Privacy Act ("FERPA"). The School acknowledges and understands that, in the course of providing educational experiences to Students under this Agreement, HCPS may provide Students with access to individual student educational records, as the term is defined in FERPA ("Individual Student Records"). As such, the School agrees that it will make Students and its employees, volunteers, agents or other affiliated parties aware of their obligations to comply with FERPA with regard to Individual Student Records. Accordingly, the School agrees that its Students and employees, volunteers, agents or other affiliated parties will maintain strict confidentiality of information contained in Individual Student Records and will not disclose any such information to third parties unless specifically authorized by HCPS or the individual student's parent or legal guardian in writing.
- J. The School shall verify that all Students have completed any and all background and health screenings required by HCPS prior to reporting for the educational experience. This may include HCPS background checks through fingerprinting by the Virginia State Police and submission of the Child Protective Services Form to the Department of Social Services. A health screening to include either a Tuberculosis risk assessment or testing may also be required.
- K. The School shall, at the request of HCPS, remove any Student from participation in an educational experience established pursuant to this Agreement.

III. HCPS's RESPONSIBILITIES

- A. HCPS shall provide adequate classroom facilities, staffing, materials and necessary access to facilities for completion of the Students' educational experiences.

- B. HCPS shall maintain sole responsibility for the instruction, education and welfare of its pupils.
- C. HCPS shall retain the right, in its sole discretion, to request the removal of any individual Student from the program.
- D. HCPS shall provide to the School and the Students, copies of HCPS policies, procedures and other relevant materials that it would like brought to the attention of the Students.
- E. HCPS shall keep confidential all personally identifiable information about Students participating in an educational experience pursuant to this Agreement, in accordance with FERPA. HCPS shall not disclose any such confidential information without the written consent of the Student, except as required by law.
- F. HCPS shall provide each Student with a Cooperating Teacher/Mentor who holds appropriate credentials and has accepted the responsibility of serving as a Cooperating Teacher/Mentor.
- G. All HCPS Cooperating Teachers/Mentors will work with the Student and School liaison or other site supervisor designated by the School to provide evaluation and feedback concerning the Student's progress. All Cooperating Teachers/Mentors will immediately inform the liaison or designated supervisor of any concerns regarding a Student.

IV. GENERAL PROVISIONS

- A. The School and HCPS agree that all Students assigned to HCPS will adhere to all School Board policies, rules, regulations, and standards applicable to the School and HCPS, including the rules of ethical and professional conduct as set forth in the School's and HCPS's policies, procedures, standards of care, and protocols.
- B. This Agreement is for the term of 2 years, beginning on May 10, 2022. This Agreement shall remain in effect until it is cancelled at any time by either the School or HCPS upon not less than 30 days written notice, but cancellation shall not affect any Student then currently participating in an educational experience hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

Valdosta State University
Office of Legal Affairs

Justin M. Arrington, Chief Legal Affairs Officer
May 11, 2022

FOR THE SCHOOL:

DocuSigned by:
Robert T. Smith
D4B623838B9F440...
Signature

Address

City, State, ZIP

Federal Tax I.D. or SSN

Phone Number

5/12/2022 | 9:44 AM EDT

Date

FOR HCPS:

RA Balu
Signature

5/10/22
Date

APPROVED AS TO FORM

Deputy County Attorney

Date