



## Henry County Schools

### Teacher Candidate Field Experience Agreement

This agreement is made and entered by The Board of Regents of the University System of Georgia by and on behalf of Valdosta State University (hereinafter referred to as University) and Henry County Schools in McDonough, Georgia, a political subdivision of the State of Georgia, by and through the Henry County Board of Education (hereinafter referred to as School System).

#### I. General Policies and Understandings

1. The term of this agreement begins upon the last date of execution of this agreement and will continue for a period of two years from the date thereof (the "Initial Term"). It may be renewed thereafter upon written agreement of both Parties.
2. This agreement may be terminated for convenience by either party upon notice to the other thirty (30) days written notice; provided, however, that at the time notice is given, any students participating in this field experience shall be allowed to complete the quarter or semester in which they are enrolled, unless withdrawn or terminated from participation in the field experience pursuant to Section I(8) below.
3. The University shall inform University students assigned to Henry County Schools for student teaching or other pre-service teaching experiences that they will be expected to adhere to all standards of professional conduct and instructional procedures which Henry County Board of Education requires of classroom teachers and conform to all regulations of the University.
4. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and no party shall have the right or authority or shall hold itself out to have the right or authority to bind any other party, nor shall a party be responsible for the acts or omissions of any other party except as provided specifically to the contrary herein. To the extent allowed by law, each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof.
5. This agreement does not contemplate the payment of any fee or remuneration by either party to the other but is intended to jointly benefit both parties by improving education and professional preparation of the participating University students through the field experience.
6. University students will assist administrators, teachers and pupils during their field experiences but will assume only those responsibilities which the supervising school staff members delegate to them. At all times their activities will be under the direction of the designated teacher(s) and administrator of the school.
7. University students will be permitted to carry on special field studies and research projects and provide special services for groups and individual pupils only when prior approval has been

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granted by the administrator(s) of the School System and the University's Teacher Education Coordinator of Field Experiences.

8. The School System shall reserve the right to withdraw any student from a school based upon lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Henry County School System, or for any other reason the University or the School System deem appropriate. Nothing contained in this agreement is intended to be a waiver in any respect whatsoever of the School System's right to assert under any circumstances whatsoever its claims of sovereign, governmental, or official immunity from any liability or damages asserted against it by any natural person or entities created by law.

9. Neither the School System nor the University will discriminate against any person because of race, color, religion, sexual orientation, gender, or national origin nor discriminate against any student applicant with a disability as defined by the American Disabilities Act.

10. The School System will provide or arrange for immediate emergency medical care to University students who become ill or injured while on a school's premises in the same manner as School System employees are provided for, if feasible. However, the University student participating in the field experience shall arrange for medical care beyond that of an immediate nature. The University student shall be responsible for the cost of any emergency care and for the cost of any additional medical care beyond that of an immediate or emergency nature.

11. This is an agreement of Collaboration between two independent parties. Each University student is placed with the school to receive an educational experience as part of the academic curriculum; duties performed by a University student are not performed as an employee of the School System or University, but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision of the School System and University personnel. However, final authority in the school(s) rests with the administration of the School System.

12. This agreement may be modified at any time by mutual consent of the appropriate officials of both parties; but any modification hereto shall be in writing and signed by both parties. No party shall be liable for any failure or delay in performing an obligation under this agreement due to any cause beyond its control, including without limitation, acts of God, riot, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophe, fire, explosion, change in the law, or insolvency. In the event that any event beyond the control of the parties (including without limitation those listed herein) renders any party's performance impossible or unreasonably impracticable, this agreement shall become immediately terminable by any party upon written notice to the remaining parties.

13. The educational experiences shall include classroom observations, exploratory and pre-teaching activities, special field studies and research projects, and student teaching.

14. Any material alterations, variations, modifications or waivers of the provisions of this agreement shall only be valid when they have been reduced to writing as an amendment to this agreement, signed by the authorized officers of each party hereto.

15. The parties acknowledge that both School System and the University receive, generate, or maintain education records related to respective students; therefore, the School System and University each agree to comply with the Family Educational Rights and Privacy Act, as amended (20 U.S.C. 1232g; 34 CFR Part 99) ("FERPA") and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, the School System and University hereby each designates the other party as a school official with a legitimate educational interest in the education records of respective party's students to the extent that access to the respective party's records is required by the other party to carry out the field experience.

16. This agreement may not be assigned by either party without the express, written consent of the other party.

17. Nothing in this agreement shall be construed as a waiver of sovereign immunity as to either of the Parties.

18. The purpose of this agreement is to come to an understanding between the parties. The intent of the parties is to not create an enforceable contract and to not grant any legal rights or enforceable obligations to any Party to this agreement.

19. This agreement shall be governed in all respects by the laws of the State of Georgia, without regard to its conflict of laws. The exclusive venue for any action arising out of or related to this agreement shall be in the federal, superior, or state courts of Henry County, Georgia. School System does not agree to any alternative dispute resolution process including, but not limited to, arbitration and mediation.

## **II. School System Responsibilities:**

A. The School System will allow University candidates to teach classes under the guidance and direction of School System teachers.

B. Individual University candidates in the Teacher Education Programs of the University will be allowed to observe regular classroom work and other activities of the school staff. Group observations will be permitted only upon specific prior approval and arrangement between the Coordinator for Educational Field Experiences and the School System Administrators.

C. The School System's designated district representative(s) will select and assign supervising teachers. Local school principals will also be involved in this process to assure selection of the most qualified and competent teachers possible. However, supervising teachers will have at least three years of teaching experience and will have highly qualified certification in the area of supervision.

D. The School System will be certain that the activities of the University candidate are under the direction of a designated teacher or administrator of the School System at all times during the field experience.

E. In the absence from the work site of the mentor teacher, the School System will provide a substitute teacher. Legal responsibility of the class will reside with the substitute teacher.

F. It is agreed that the administrator of the School System, or his or her designee, will periodically monitor all University candidates participating in the field experience. Upon request, the School System staff shall assist the University in the evaluation of the performance of participating University students.

G. The School System will appoint a representative to be the University's contact regarding the Field experience ("School System Coordinator"). The initial School System Coordinator is:

[Name] Shirell Neal

[Title] Recruitment & Retention Facilitator

[Address] 33 N. Zack Hinton Parkway, McDonough Ga 30253

[Email] Shirell.Neal@henry.k12.ga.us

### **III. University Responsibilities:**

A. The University Coordinator for Educational Field Experiences will provide the School System's Human Resource Services Department requests for placement of any candidates at least four business weeks prior to placement where practicable. The Coordinator will specify in detail the type of work in which the candidate is to engage and the beginning and ending dates of the assignment.

B. The University will use its best efforts to see that the field experiences at the School System are conducted in such a manner as to enhance the education of the School System's students. Only the University students who have successfully completed the prerequisite portion of their curriculum should be selected for participation in a field experience.

C. For each University course that has a field component, a syllabus will be provided to the School System and will include the roles and responsibilities of the candidate and of the University faculty and the expectations of the School System faculty members and administrators.

D. The University will provide a staff member to coordinate the activities of all candidates placed in the school district. Intern candidates will be supervised and evaluated by University coordinators and school-based educators on a continuous basis.

E. The Department of Teacher Education personnel will make available to all candidates participating in field experiences in the School System information about the availability of liability insurance. The Department of Teacher Education shall make known to their University students that the school principal is the responsible person in any school and has the right to discontinue any assignment without prior notice.

F. The University will remove, reassign, or otherwise address the problems of any student whose work is judged by the supervising teacher and/or building administrator to jeopardize the educational advancement of the class.



AGREED TO BY:

*School System and Address:*

Henry County Schools  
33 N Zack Hinton Parkway  
McDonough, GA 30253

Carl Knowlton  
Henry County Schools Superintendent  
Or Designee

Carl Knowlton  
Signature of Superintendent/Designee

7/27/2023  
Date

*University Name and Address:*

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

Sheri Noviello  
Printed Name of Dean or Designee

DocuSigned by:  
Sheri Noviello  
Signature of Dean or Designee

8/3/2023 | 7:29 PM EDT  
Date

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

8-3-23 JA

**G. The University will have each candidate submit a current background check form or submit a current completed background report at the time of placement request. All costs associated with these requirements will be the responsibility of the Participating Student.**

**H. 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.**

**I. All of University's participating students will be required to be enrolled in the University's Student Health Insurance for the outpatient, ambulatory care and inpatient insurance or demonstrate the approval equivalent insurance from another source.**

**J. The University affirms that completion of the program in which the candidate is enrolled prepares for professional educator certification in the State of Georgia as approved by the Georgia Professional Standards Commission.**

**K. Universities that provide a stipend for host teachers employed by Henry County Schools should pay stipends directly to the host teacher. In the event that the University asks Henry County Schools to distribute stipends to School System-employed host teachers, the University will be responsible for adding the appropriate FICA/Medicare tax to the stipend amount. Current FICA/Medicare taxes are paid at the rate of 7.65% and are subject to change.**

**L. All expenses incurred by University's students, including but not limited to transportation, books, and school supplies, shall be the responsibility of the person incurring the expense. The School System shall have no responsibility for such expense.**

**M. The University will appoint a representative to be the School System's contact regarding the Field experience ("University Coordinator"). The initial University Coordinator is:  
Melissa Nolley  
Partnership Relations Specialist  
1500 N Patterson Street, Valdosta, GA 31698  
mnolley@valdosta.edu**

*[Signatures on Next Page]*