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SCCPSS Purchasing

2023 JUL 12 P 3: 35

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Savannah-Chatham County Public School System

208 Bull Street / Savannah, Georgia 31401 / 912.395.5600

MEMORANDUM OF UNDERSTANDING

- Parties: This agreement entered on the 1st day of July by and between the Savannah-Chatham County
 Public School System, hereafter referred to as the "District" and The The Board of Regents of the Universitt
 System of Georgia by and on behalf of Valdosta State University (A University System of Georgia
 Institution), hereafter referred to as the "University."
- 2. <u>Purpose</u>: The purpose of this non-exclusive Agreement is to establish the terms and conditions under which student(s) of the University may participate in Student Teaching, Internships, Practicum and Observations at schools located in the District.
- 3. Term: The term of this Agreement begins July 1, 2023 and ends June 30, 2025.

4. Definitions:

- A. "Teacher Candidate/Intern" shall refer to a student enrolled in a program at the University which leads to an education certificate/credential.
- B. "Cooperating Teacher/Supervisor" shall refer to an employee of the District who is the Teacher of Record within the classroom where the Teacher Candidate/Intern is assigned.
- C. "Student Teaching/Internship" shall refer to the active participation by a Teacher Candidate/Intern in the duties and functions of classroom teaching or school-level responsibilities under the direct supervision and instruction of a Cooperating Teacher/Supervisor.
- D. "Student Teaching/Internship Assignment" shall refer to the experiential program requirements or State's and/or District's minimum requirement for Student Teaching/Internship.
- 5. Compliance with Handbook and Policy: The University and the University's participating students shall comply with all policies of the District. District policies include but are not limited to protocols, procedures, rules, regulations, standard workflows in place and implemented at the District and school site level. Students accepted to the District for a Student Teaching Assignment/Internship shall be subject to all applicable policies and regulations of the District and the University. Prior to assignment of students to the District, the University will advise students of any specific requirements that must be met to participate in the Student Teaching/Internship. Failure to complete the requirements and all the applicable legal requirements will result in non-placement of students.
- 6. <u>Confidentiality</u>: The University shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. Any breach of confidentiality by a participating Student Teacher/Intern shall be grounds for immediate termination of the Student Teaching/Internship.
- 7. <u>Responsibility for Loss</u>: Neither party shall be responsible to the other for personal injury or property damage or other loss. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

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8. Notices: Notices under this agreement shall be mailed or delivered to the parties as follows:

District:

Ramon Ray Chief Human Resources Officer Savannah-Chatham County Public School System 208 Bull Street Savannah, Georgia 31401

University:

Melissa Nolley Partnership Relations Specialist Valdosta State University - COEHS 1500 N. Patterson Street Valdosta, GA 31698

- Modification of Agreement: This agreement may be modified only by written amendment executed by all parties.
- 10. <u>Termination</u>: Either party, upon a thirty-day written notice to the other party, may terminate this agreement. If a Teacher Candidate/Intern fails to adhere to the policies of the school district, the agreed upon terms of the Memorandum of Understanding, or the Teacher Candidate/Intern responsibilities it is grounds for immediate termination from the Student Teaching/Internship Assignment. Substandard performance of assigned duties, actions that are detrimental to the school environment and insubordination are additional non-exclusive grounds for immediately terminating the Student Teacher/Internship Agreement. The Teacher Candidate/Intern does not have the right to a hearing or grievance process.
- 11. <u>Background Checks</u>: A Federal Background Check and Drug Screening is required through the district of all Teacher Candidates/Interns requesting placement.
 - A. Students enrolled in a University System of Georgia Institution must submit and complete a background check, including criminal history conducted by the District.
 - B. Students enrolled in a Non-University System of Georgia Institution must pay for, submit, and complete a background check, including criminal history conducted by the District.

Teacher Candidates that fail to meet the standards established by the District will not be permitted to student teach in the Savannah- Chatham County Public School System.

- 12. <u>Partnership/Joint Venture/Employment</u>: Nothing herein shall in any way be constructed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
- 13. Nondiscrimination: The Parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section

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shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

14. Responsibilities of the University:

- A. To promptly and thoroughly investigate any complaint by any Teacher Candidates/Interns of unlawful discrimination or harassment at the school site or involving employees or agents of the school site, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the District of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- B. The University agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
- C. The University shall ensure that each Teacher Candidate/Intern, at their own expense, procures and maintains in force during the Student Teaching/Internship, professional liability insurance in the amounts reasonably necessary to protect the Teacher Candidate/Intern against liability arising from any and all negligent acts or incidents caused by the Teacher Candidate/Intern. Coverage under such professional liability insurance shall not be less than one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate. The University shall require each Teacher Candidate/Intern to provide evidence of his or her professional liability coverage to the District.
- D. The University shall ensure that all Teacher Candidate/Interns have a Pre-Service Certificate issued by the Georgia Professional Standards Commission (GAPSC).
- E. The University shall ensure that all Teacher Candidates/Interns have passed the Georgia Assessment for the Certification of Educators in their content area (excludes Counseling Interns).
- F. Meet NCATE/TEAC accreditation requirements, or requirements designated by the Georgia Professional Standards Commission with approved programs leading to Georgia certification.
- G. Provide all information needed by the school district for the appropriate placement of students including, but not limited to (completed SCCPSS Placement Request Form; student resume; description of placements; description of supervisor responsibilities, etc.).

15. Mutual Responsibilities:

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

• Students will utilize the SCCPSS Student Video Release template without student contact information (i.e. address, telephone number, birthdate).

16. Assignments:

The District reserves the right to assign and/or reassign Teacher Candidates/Interns to school sites.

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The District will retain the 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.

In In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

(Savannah-Chatham County Public School

System Representative Signature)

Robert Smith

(University Representative Signature)

Approved as to form Valdosta State University Office of Legal Affairs

Justin M. Arrington, Chief Legal Affairs Officer