Memorandum of Understanding Governing Undergraduate Educational Internships In DeKalb County School District

This is a Memorandum of Understanding between the DeKalb County School District (hereinafter “DCSD”) of the State of Georgia, and Florida A&M University (FAMU), acting for and on the behalf of the FAMU Board of Trustees. (Thereinafter “Postsecondary Institution”), collectively referred to hereinafter as the “parties.”

WHEREAS Postsecondary Institution sponsors a program for undergraduate education in Student Teaching (hereinafter the “Program”); and

WHEREAS Postsecondary Institution desires to enter into an arrangement with DCSD under which certain of Postsecondary Institution’s students (hereinafter “Students”) will be given the opportunity to do fieldwork or student teaching in the DCSD; and

WHEREAS it is within the scope of the mission of the DCSD to support such fieldwork or student teaching as is encompassed within the Program in that it provides a supplement to the educational services for DCSD students and serves as a source for providing professionals for later employment with the DCSD;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. FIELDWORK OR STUDENT TEACHING STUDENTS IN DCSD

   a. DCSD will, under the terms and conditions of this Memorandum of Understanding, accept Students for fieldwork or student teaching in the DCSD in the Program. Students will be accepted for fieldwork or student teaching assignments at times and for durations mutually agreed upon by the parties. DCSD reserves the right to accept only the number of Students it deems to be feasible in light of existing circumstances at any given time, and reserves the right to accept no Students. Each individual Student must be acceptable to DCSD.

   b. Specific fieldwork or student teaching and the instruction connected therewith will be of such content, and cover such periods of time as may from time to time be mutually acceptable to the parties and will occur according to the schedule and program descriptions provided by Postsecondary Institution to and approved by DCSD in advance of each fieldwork or student teaching assignment;
c. Postsecondary Institution is responsible for ensuring that each Student, prior to the Student’s submission for beginning fieldwork or student teaching in DCSD, shall, at no cost to DCSD:

i. Obtain liability insurance in an amount required by DCSD; and

ii. Undergo a criminal background check, the results of which are acceptable to DCSD.

d. Postsecondary Institution shall retain the responsibility for provision of the education program for Students.

e. Postsecondary Institution will require Student compliance with DCSD’s rules, policies, procedures and directives and use its best effort to keep Students informed as to the same and any changes therein, to the extent that Postsecondary Institution is informed by DCSD of such policies, procedures and directives and any revisions thereto.

2. PROGRAM DIRECTORS AND INSTRUCTORS

a. Postsecondary Institution shall be responsible for naming a Program Director who shall coordinate all field activity with designated DCSD staff members. The Program director will have overall responsibility for the educational experiences of the Students doing fieldwork or student teaching in DCSD.

b. Postsecondary Institution shall be responsible for naming and providing instructors for it Students who shall be responsible for the education of the Students while doing fieldwork or student teaching in DCSD. Postsecondary Institution shall not assign any instructor to the Program who is not appropriately licensed, and will keep evidence of the licensure of assigned instructors, which evidence shall be made available to DCSD upon request.

c. Postsecondary Institution will maintain professional liability insurance for those of its Students and staff who participate in the program in an amount acceptable to DCSD.

3. DCSD COORDINATORS AND STAFF

a. DCSD shall assign a coordinator for Student fieldwork and student teaching. The coordinator’ approval must be given prior to any course of fieldwork or student teaching and all Student activities occurring in the DCSD. It shall be the responsibility of Postsecondary Institutions’ Program Director and instructor(s) to keep the coordinator
inform of proposed fieldwork or student teaching for any Student prior to the Student’s assignment to the Program.

b. While all DCSD staff will be expected to cooperate in approved fieldwork or student teaching activities, no such activities shall interfere in the performance of the regular duties of any member of DCSD staff.

4. ACCESS TO INFORMATION AND CONFIDENTIALITY
Subject to applicable law and in a manner consistent with confidentiality requirements, DCSD may permit Students, Program Directors, and Instructors reasonable access to information, including relevant documentation and reports. Each such individual receiving such information shall maintain same in the strictest confidence and will in no manner disseminate any such information to any person not having a legitimate need thereof.

5. WITHDRAWAL OF REMOVAL OF STUDENTS AND INSTRUCTORS
Either party may withdraw any Student from fieldwork or student teaching in DCSD based upon perceived lack of competency on the part of the Student, the Student’s failure to comply with the rules, policies or directives of DCSD or Postsecondary Institution, or for any other reason where either party reasonably believes that it is not in the best interest of the Program or the mission of either party for the Student to continue. DCSD shall provide written reasons for withdrawal.

6. NON-DISCRIMINATION
There shall be no discrimination on the basis of race, national origin, religious creed, sex, age or handicap in either the selection of the Students for participation in the Program, or as to any aspect of the fieldwork or student teaching. DCSD’s obligation to provide reasonable accommodation to handicapped or disabled participants, to the extent any legal obligation exists, shall be limited to the provision of reasonable, physical access to its facilities, reasonably necessary to participate in the Program. All other required accommodations shall be the sole obligation of the Postsecondary Institution.

7. TERM/TERMINATION
The term of this Memorandum of Understanding shall be from January 1, 2008 through the end of the 2008-2009 academic year. Either party may terminate this agreement upon thirty (30) days written notice, however, the student(s) currently participating in the Program shall be permitted to complete the program. An extension of the term of this Memorandum of Understanding must be in writing.

8. NO THIRD PARTY RIGHTS
This Memorandum of Understanding governs the relationship between the parties hereto and is not intended to nor shall it be construed to, create rights in any third party including any Student.
9. NOTICES
All required notices under the Memorandum of Understanding shall be in writing, shall be
demanded delivered 3 days after deposit in the United States mail with adequate postage
affixed thereto, and shall be addressed as follows:

To DCSD:
   Director of Professional Learning
   Robert R. Freeman Administrative Center
   3770 N. Decatur Rd.
   Decatur, GA 30032

To Postsecondary Institution:
   Florida A&M University
   Dr. Robert Lemons, Interim Dean
   College of Education, 302-A GEC
   Tallahassee, Florida 32307-4900

10. ENTIRE AGREEMENT
This Memorandum of Understanding constitutes the entire agreement of the parties and
may not be amended or revoked except by a written agreement signed by each party.

11. GOVERNING LAW
This Memorandum of Understanding shall be governed by laws of the State of Georgia.
Remain silent or replace “Georgia” with “Florida”.
IN WITNESS THEREOF, the parties hereto have entered into the Memorandum of Understanding as of the later date of the signatures below.

**Florida A&M University**
(Institution)

By: _______________________
   Dr. Cynthia Hughes Harris,
   Provost and Vice President for
   Academic Affairs

Date: _______________________

By: _______________________
   Dr. Robert Lemons, Interim Dean
   College of Education

**DeKalb County Board of Education**

By: _______________________
   Superintendent or designee