

**AGREEMENT BETWEEN  
KNOX COUNTY SCHOOLS  
AND  
East Tennessee State University**

THIS AGREEMENT entered on this 1 day of November, 2022, by and between East Tennessee State University hereinafter referred to as the "College/University," and Knox county schools, hereinafter called the "School System."

**WITNESSETH**

In consideration of the mutual promise contained herein, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

**I. Purpose and Eligibility**

Students enrolled in courses at the College/university which incorporate required field experiences and who are recommended by the College/University for Field Placement will be considered by the School System for participation in observational and classroom activities, including student teaching. The purpose of this agreement is to define the responsibilities of the College/University and the School System in providing these direct experiences for students in the Office of Educator Preparation

**II.**

Because of their differing functions, the School System and the College/University's Office of Educator Preparation have unique responsibilities. Therefore, it is essential that frequent and clear communication exist between the School System's designated contact person and the Director of Field Experience and Residency Sharing of responsibility is needed if all parties are to derive maximum benefit from this program. It is agreed that continuous effort will be made by both the School System and the College/University to accept shared responsibility.

**III. Responsibilities of the Knox County School System**

- A. The School System may refuse to accept any student assigned to train in the school system.
- B. The school system will designate an administrator and/or principal to serve as contacts for field studies. These administrators will serve as liaison between the School System and the Office of Educator Preparation in managing all student visits in the School System. Any questions or problems arising which involve field placements will be brought to the attention of the Office of Educator Preparation by the School System's administrator for field studies or the building principal.
- C. The School System will participate in only those field studies which have been established through College/University's Office of Educator Preparation. A list of approved field studies will be made available to the principals before field placements are requested.

- D. The School System will endeavor to provide mentors/ placements for College/University students that have the greatest potential of providing maximum benefit for the student and for the School System.
- E. The principals of participating schools will have the responsibility for determining the degree to which College/University students conform to school policies. Problems arising from any breach of policy by field placement students should be referred by the principal to the system's administrator for field placement. However, if the principal deems it necessary, he/she may remove the field placement student from the school until the situation can be solved through collaboration with the Director of Field Experience and Residency

### **III. Responsibilities of the College/University**

- A. The Placement Coordinator of the Office of Educator Preparation has a designated Field Placement Coordinator, the Office of Educator Preparation, who will assume the responsibility for coordinating all field placements including students teaching and internship placements in the School System. Any questions or problems arising relating to field studies should be brought to the attention of the Office of Educator Preparation.
- B. The Office of Educator Preparation will provide supervision of students by appropriate College/University personnel. It is the goal of the Office of Educator Preparation to establish field studies and supervision of these studies which provide maximum benefit for both the School System and the College/University students.
- C. The Office of Educator Preparation will provide the School System the specific field assignments for each field of study in order to provide clear communication about the purposes and expectations for the experience. The Office of Educator Preparation will also provide an orientation for students involved in field placements to communicate to them the purposes and expectations of the experience. Where possible, the Office of Educator Preparation will conduct staff development sessions with System personnel to provide opportunities for discussion and collaboration about field experiences.
- D. The Office of Educator Preparation will provide the School System with a letter of assurance that students from the College/university requesting placement within the School System has a TBI/FBI fingerprint or equivalent background check with no indication on it. A background check with an indication on it, must be viewed by the Chief of Human Resources Officer or his/her designee before such student may receive a placement within the School System.
- E. The Office of Educator Preparation will provide notice to students that they must contact the Knox County Schools Human Resources Department, specifically Ms. Crystal

Pratt @ 865-594- 1920 on Monday, Tuesday and Wednesday of any week to schedule a drug test.

- F. Students of the College/University must complete the drug test and the Knox County Human Resources must receive a report that indicates the student has passed the drug test before he or she may participate in any way in a Knox County Schools Facility.
  - G. The Office of Educator Preparation will, in advance of the field study, provide the system or system's designee with a list of students who are eligible for field placement along with appropriate information about the students.
  - H. The Office of Educator Preparation will inform all students who will be visiting the School System of their obligation to observe the policies and schedules of the School System as well as the school in which the students are placed. Students shall be subject to the rules, regulations, and policies of the School System and College/University, including recognizing the confidential nature of information regarding pupils and their records, and performance during emergency conditions. Students shall not be deemed to be employees or agents of the school system at any time; they are volunteers.
  - I. The Office of Educator Preparation will coordinate all field studies through the Placement Coordinator of the Office of Educator Preparation. No affiliates of the Office of Educator Preparation will make independent agreements for field studies with individual schools or staff members.
  - J. The Office of Educator Preparation is responsible for removing a College/University student from a field placement. Withdrawal may be the result of a request initiated within the School System or from a source within the College/University.
  - K. The College/University will offer educational programs that must be accredited by appropriate regional accrediting agencies and state agencies governing the institution.
- IV. The parties agree to comply with Titles 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, Americans with Disabilities Act, and the related Regulations of each. Each Party assures that it will not unlawfully discriminate against any individual because of race, religion, creed, color, sex, age, handicap, national origin, or veteran status.**
- V. No provision of this Agreement shall act or be deemed to be a waiver by the School System of any immunity or of any provision of the TENNESSEE GOVERNMENTAL TORT LIABILITY ACT. *Tenn. Code Ann 29-20-101 et seq.* Any liability to the College/University or third parties for any**

claims, damages, losses, or costs arising out of, or related to acts performed by the School System under this Agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. 29-20-101 et seq.

- VI. The College/University will be responsible for personal injury and or damage resulting from the gross negligence of the College/university performing any responsibility specifically required under the terms of this agreement, Damages recoverable against the School System shall be expressly limited by the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Section 29-20-101 et. Seq.
- VII. Nothing in this Agreement shall be construed to create nor shall be deemed to create any relationship between School System and College/University other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors, or employees shall be construed to be the agent, employer, or representative of the other except as provided herein.
- VIII. This Agreement shall terminate 2 years from the date set forth above and may be extended by the parties in writing for an additional 5<sup>3</sup> (MAXIMUM OF 5 YEARS) or terminated by either party. Any termination of this Agreement shall be effective at the conclusion of the academic semester at the College/University, except that students participating in student teacher programs shall be entitled to complete such programs at the school notwithstanding and prior termination.
- IX. Parties will comply with the Family Educational Rights and Privacy Act (FERPA) in performance of this Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representative, set their signatures.

East Tennessee State University

Donna M. Miller for Kimberly McCorkle

Name of College University Representative

Kimberly McCorkle, JD

Title

Provost and Senior Vice President for Academics

Date

November 4, 2022

PLEASE SCAN AND SEND YOUR COMPLETED AGREEMENT BACK TO:

Alex.Moseman@knoxschools.org  
cc: Crystal.Pratt@knoxschools.org