

wrongful act or omission of its own employees acting within the scope of employment and subject to such limitations as may be prescribed by applicable laws. In no event shall CMCSS be responsible for personal injury or property damage caused by COEHS or COEHS students placed by COEHS at any CMCSS school. Any liability of COEHS will be governed by the laws of the State of Georgia, including but not limited to the Georgia Tort Claims Act and Georgia Workers' Compensation Act. Any liability of CMCSS will be governed by the laws of the State of Tennessee.

4. COEHS agrees to maintain commercial general liability insurance including contractual liability, and teacher professional liability, with limits not less than \$1 million per occurrence and \$3 million annual aggregate. The COEHS may provide or shall require each of its student to obtain insurance coverage to protect the interest of the student against allegations of negligence causing bodily injury, personal injury or property damage. Limits for COEHS student liability coverage shall not be less than \$1 million dollars per occurrence. An insurer licensed or permitted to do business in the State of Georgia or a funded self-insurance program may provide such insurance. CMCSS is a governmental entity and is self-insured and shall have the coverage provided by Tennessee law. Moreover, CMCSS may be sued only as permitted by Tennessee law. Each party further agrees that, with respect to insurance coverage maintained by it, it will:
 - a. Provide evidence of such insurance upon request and provide 30 days prior written notice of any material changes in such coverage, and
 - b. Notify the other as soon as possible and cooperate with the other in the investigation and/or settlement of any loss or damage or potential loss or damage arising out of this agreement.

The COEHS will inform all its participating students of CMCSS' requirement that they must procure and maintain throughout the Field Experience and Clinical Practice program professional liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate by a carrier satisfactory to CMSS and COEHS, and covering their activities at CMCSS, and to provide evidence of such insurance to CMCSS prior to participation in any Field Experience and Clinical Practice program. COEHS faculty members will be provided professional liability coverage pursuant to the terms and conditions of the Georgia Tort Claims Act (O.C.G.A. §50-21-20 et seq.). The COEHS will provide Worker's Compensation Insurance coverage for its participating faculty members. However, the COEHS will not provide Worker's Compensation Insurance or other insurance coverage for its students. This paragraph will survive the termination of this Agreement.

This Limitation of Liability will not apply to any claim for indemnification under this Agreement." It is understood and agreed that neither party shall require indemnification of the other.

5. Each party agrees to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, Executive Order 11246 and related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, the selection and training of students because of race, sex, color, religion, national origin or ancestry, age, marital status, handicap, Vietnam-era status, height, weight, or sexual orientation in accordance with the laws of the State of Tennessee and of the United States.

D. Field Experiences

COEHS students enrolled in educator preparation programs may be assigned to specific CMCSS teachers or other school professionals for field experiences in settings that provide them with opportunities to observe, practice, and demonstrate the knowledge, skills, and dispositions delineated in institutional, state, and national education standards. Emphasis will be placed on experiences that provide active professional practice or demonstration and that include substantive work with CMCSS students or personnel as appropriate for the areas in which the students are being prepared.

E. Student Teaching/Internships (Clinical Practice)

COEHS students enrolled in educator preparation programs will be engaged in student teaching or an internship in appropriate placements as approved by the appropriate CMCSS administrator and mentor teachers to whom the COEHS students are to be assigned, and the appropriate COEHS program personnel. Student teachers or interns will be supervised by the designated CMCSS administrators and designated university supervisors. As agreed upon by the CMCSS mentor teacher and university supervisor, the mentor teacher will delegate gradually increasing responsibilities to the student teacher or intern as the capacity to carry such responsibilities is demonstrated.

F. Graduate Field Experiences, Special Field Studies, and Research Projects

COEHS students enrolled in graduate educator preparation programs will be permitted to carry out assigned field experiences and to provide special services for groups and individual CMCSS students by mutual agreement between the appropriate CMCSS administrator and COEHS program personnel.

G. Supervision

The supervision of all COEHS student experiences in CMCSS schools will be performed cooperatively by appropriate members of the school personnel and the COEHS program personnel. It is expressly understood that no student will be assigned for any experience without provision for guidance of his or her activities by a member of the COEHS department in which the student is being prepared. Any onsite activities in which the COEHS students participate will follow the guidelines specified by the COEHS with the approval of CMCSS school administrator. The parties agree that COEHS shall inform its students that they are responsible for following CMCSS rules and regulations including but not limited to recognition of the confidential nature of information regarding CMCSS students and their records pursuant to the Family Educational Rights and Privacy Act as codified at 20 U.S.C. Section 1232(g) ("FERPA") and compliance with the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. Section 1320d ("HIPPA").

H. Both COEHS and CMCSS Responsibilities

1. Each party agrees that no COEHS student in the education program(s) will be deemed to be an employee of CMCSS nor will CMCSS be liable for the payment of any wage, salary, or compensation of any kind for service provided by the COEHS students. Further, no COEHS student will be covered under CMCSS's OJI program, Social Security, or Unemployment Compensation programs.
2. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
3. Each party will be responsible for any injury or property damage caused by negligence or other

FIELD EXPERIENCE AND CLINICAL PRACTICE AGREEMENT

The Board of Regents of the University of Georgia by and on behalf of Valdosta State University through its **Dewar College of Education and Human Services (hereinafter "COEHS")** located in Valdosta, Georgia, and **Clarksville-Montgomery County School System (hereinafter "CMCSS")** located in Clarksville, Tennessee agree to the following:

A. Placements of Students

COEHS students presenting themselves at CMCSS for any of the activities identified below will do so only upon written request of the COEHS Office of Field Experiences and Clinical Practice. The type of work in which the university students are to engage while at a CMCSS partner school, the duration of the placement, and the CMCSS personnel under whose guidance the work is to be done will be agreed upon by the associated COEHS academic program in cooperation with the Office of Field Experiences and Clinical Practice and the CMCSS partner school administrator. Students are not to begin placements without the written approval of the appropriate CMCSS school administrator and the COEHS Office of Field Experiences and Clinical Practice.

B. Criminal Background Checks

CMCSS requires a current criminal background check for each COEHS student who is scheduled to participate in observation, field experience, student teaching/internship, and/or graduate field work at a CMCSS school. It shall be the responsibility of COEHS or its student to make timely arrangements for the background check to be conducted by the Federal Bureau of Investigation (FBI)/Tennessee Bureau of Investigation (TBI) (T.C.A. 49-5-413(d)(3)) and CMCSS bears no responsibility for the cost of the same. Background checks with results other than no criminal indications shall be reviewed by COEHS to ensure the appropriate safety of CMCSS students. Candidates with felony offenses shall not be permitted to participate in the program at CMCSS. Additionally, candidates with misdemeanor conviction(s) or charge(s) involving illegal drugs or endangerment of a child with a resolution other than an acquittal are examples of indications that would not be permitted for COEHS student observers/teachers/interns. It shall be the obligation of COEHS to appropriately screen the candidates. COEHS shall attest to CMCSS that a background check has been completed for each candidate recommended for assignment to CMCSS. It is COEHS's responsibility to inform candidates excluded from placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

COEHS will inform all students that they must have a criminal background check. A copy of such background screen will be provided by the student to CMCSS for review prior to being placed in the Field Experience and Clinical Practice program. CMCSS shall have the right to refuse any student's clinical assignment should they fail to meet required qualifications.

C. Observations

COEHS students enrolled in educator preparation programs will be permitted to observe in CMCSS classrooms as well as observe other activities within the CMCSS school as agreed upon by CMCSS and the COEHS. Necessary adjustments in the time and place of observations in the schools may be made by the appropriate CMCSS administrator and the COEHS program personnel to meet specific conditions in the school.