

Partnership Agreement

Between

The Board of Regents of the University System of Georgia by and on behalf of  
Valdosta State University

And

Ben Hill County Schools, 509 West Palm Street, Fitzgerald, GA 31750

The Board of Regents of the University System of Georgia by and on behalf of Valdosta State University through its Dewar College of Education and Human Services (hereinafter "Dewar College of Education and Human Services") and Ben Hill County Schools located in Fitzgerald, GA agree to enter into this Partnership Agreement for the establishment and maintenance of a mutually beneficial partnership. The parties agree that while we recognize that each partnership is unique, the following common principles are intended to facilitate all work associated with this agreement:

Shared purpose in collaborating for improved learning for all stakeholders; focusing on continuous school/system/agency improvement and student achievement.

Reciprocity whereby the school/system/agency and program provider equally benefit from having candidates and program faculty participate in the school/system/agency environment through mutually valuable opportunities such as preparation of candidates, ongoing professional development for all educators, research and inquiry into improving practice, and other functions as agreed upon by the school/agency and program provider.

This agreement will be reviewed five years from the signature year. Amendments or revisions of this partnership agreement must be approved in writing by the designated school administrator and the dean of the college. Either party (the school or Dewar College of Education and Human Services) may request a review of or withdraw from participation in this agreement at any time.

Any approved and signed addenda to this partnership agreement are attached.

The undersigned accept the terms of this agreement as presented herein:

David M. Jiri Principal, BHMS  
Administrator, School/System/Agency Title

Date: 1-14-2020

[Signature] Superintendent  
Administrator, School/System/Agency Title

Date: 1/12/2020

Dr. Bernard Oliver Dean  
Dean, Dewar College of Education and Human Services

Date: 1/20/20

Dr. Robert T. Smith  
Provost and V.P. of Academic Affairs, Valdosta State University

Date: 1/23/20

Please mail the signed agreement to: Dewar College of Education and Human Services, Office of the Dean 1500 N. Patterson St. Valdosta, GA 31698-0085

Approved as to form  
Valdosta State University  
Office of Legal Affairs  
Justin M. Arrington, Asst. Univ. Attorney  
Date: 1-21-20 [Signature]

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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 P-12 personnel, designated school administrators, and designated university supervisors. As agreed upon by the P-12 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 P-12 students by mutual agreement between the appropriate school administrator and COEHS program personnel.

#### **G. Supervision**

The supervision of all COEHS student experiences in the P-12 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 the P-12 partner school administrator.

#### **H. Both COEHS and P-12 Responsibilities**

1. Each party agrees that no student in the education program(s) will be deemed to be an employee of the P-12 nor will the P-12 be liable for the payment of any wage, salary, or compensation of any kind for service provided by the students. Further, no student will be covered under the P-12's Workers' Compensation, Social Security, or Unemployment Compensation programs.
2. Each party will be responsible for any injury or property damage caused by negligence or other 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. 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.

Each party agrees to maintain commercial general liability insurance, and teacher professional liability, with limits not less than \$1 million per occurrence and \$3 million annual aggregate. The COEHS will inform all its participating students of the P-12's requirement that they must procure and maintain throughout the Field Experience and Clinical Practice professional liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate by a carrier satisfactory to the P-12 and COEHS, and covering their activities at the P-12, and to provide evidence of such insurance to the P-12 prior to participation in any Field Experience and Clinical Practice. 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 MOU.

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.

3. Each party accepts students without regard for race, sex, sexual orientation, 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 Georgia and of the United States.

I. This Agreement shall commence as of the 12<sup>th</sup> day of January, 2020 and shall continue until terminated by either party. Should written notice of termination be given, students assigned to the P-12 shall be allowed to complete any previously scheduled assignment then in progress at the P-12. Notice of termination to the P-12 shall be directed to:

1. (P-12 person in charge of the Field Experience program)

2. Notice of termination to the COEHS shall be directed to:

Office of Clinical Experiences and Certification  
1500 N. Patterson Street  
Valdosta, Georgia 31698  
Office: (229) 253-2998

J. This Agreement shall be governed in accordance with the laws of the State of Georgia.

This addendum will be reviewed at the time the partnership agreement is reviewed. Amendments or revisions to this addendum must be approved in writing by the designated school administrator and the dean of the college. Either party may request a review of, written amendment to, or withdrawal from participation in this agreement at any time.

The undersigned accept the terms of this addendum as presented herein:

Don M. Sims Principal, BHMS Date: 1-14-2020  
Administrator, School/System/Agency Title

[Signature] Superintendent Date: 1/12/2020  
Administrator, School/System/Agency Title

Bernard Oliver Dean Date: 1/20/20  
Dr. Bernard Oliver  
Dean, Dewar College of Education and Human Services

Thom T. Smith Date: 1/30/20  
Dr. Robert T. Smith  
Provost and V.P. of Academic Affairs, Valdosta State University

Approved as to form  
Valdosta State University  
Office of Legal Affairs  
Justin M. Arrington, Asst. Univ. Attorney  
Date: 1-24-20 [Signature]