

# **FIELD EXPERIENCE AND CLINICAL PRACTICE AGREEMENT**

## **Addendum to P-12 School Partnership Agreement**

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 "COEHS") and Bulloch County Schools (hereinafter "P-12") located in Statesboro, Georgia agree to the following:

### **A. Placements of Students**

COEHS students presenting themselves at the school for any of the activities identified below will do so only upon written request of the COEHS Office of Clinical Experiences and Certification. The type of work in which the university students are to engage while at the partner school, the duration of the placement, and the school 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 Clinical Experiences and Certification and the P-12 partner school administrator. Students are not to begin placements without the written approval of the appropriate school administrator and the COEHS Office of Clinical Experiences and Certification.

### **B. Criminal Background Checks**

The P-12 and/or school system may request 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. Based on the results of the criminal background check, the school and/or school system may then decide whether or not to allow the COEHS student to participate in the requested experience.

### **C. Observations**

COEHS students enrolled in educator preparation programs will be permitted to observe in P-12 classrooms as well as observe other activities within the school as agreed upon by the school and the COEHS. Necessary adjustments in the time and place of observations in the schools may be made by the appropriate school administrator and the COEHS program personnel to meet specific conditions in the school.

### **D. Field Experiences**

COEHS students enrolled in educator preparation programs may be assigned to specific P-12 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 P-12 students or P-12 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 school administrator, P-12 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 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.

COEHS is an agency of the State of Georgia and is subject to the provisions of the Georgia Tort Claims Act (GTCA), O.C.G.A. §§ 50-20-21 *et. seq.* Pursuant to the GTCA, COEHS and its employees are covered for enumerated claims to a maximum of One Million Dollars (\$1,000,000.00) per person and Three Million Dollars (\$3,000,000.00) per occurrence. P-12 will 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 GTCA. 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 8 day of February, 2019 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:

[Signature] Superintendent Date: 2/7/19  
 Administrator, School/System/Agency Title

[Signature] Ex. Dir. of Special Ed. Date: 2/7/19  
 Administrator, School/System/Agency Title

[Signature] Date: 2/14/19  
 Dr. Bernard Oliver

[Signature] Date: 2/19/19  
 Dr. Robert T. Smith

Provost and V.P. of Academic Affairs, Valdosta State University

(Revised 07/23/2018)

Approved as to form  
 Valdosta State University  
 Office of Legal Affairs  
 E. Lee Davis, Chief Legal Affairs Officer  
 2019.02.15