

FIELD EXPERIENCE AND CLINICAL PRACTICE AGREEMENT

Addendum

to

Moore County Board of Education 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 **Moore County Board of Education (hereinafter the "School System")** 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 School System 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. COEHS will inform the appropriate School System personnel of placement requests a minimum of sixty days prior to the scheduled beginning of the placement. COEHS will assure that the student has met appropriate COEHS standards by the beginning of the internship period. COEHS will withdraw the application if the student has not met the requirements of the IHE. COEHS and School System each reserves the right to veto a particular placement if there is reason to believe that the placement will not be successful. No COEHS student may begin a placement without the approval of School System Human Resources, and School System reserves the authority to deny approval of any student based on a review of available information.

B. Criminal Background Checks

The School System 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. The School System reserves the right to prohibit any COEHS faculty or student from providing services under this Agreement if School System determines, in its sole discretion, that such individual may pose a threat to the safety or well-being of students, school personnel or others.

C. Observations

COEHS students enrolled in educator preparation programs will be permitted to observe in School System 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 School System 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 School System students or School System 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, School System 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 School System personnel, designated school administrators, and designated university supervisors. As agreed upon by the School System 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 -School System students by mutual agreement between the appropriate school administrator and COEHS program personnel.

G. Supervision

The supervision of all COEHS student experiences in the School System 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 School System partner school administrator.

H. Termination of Individual Placements

COEHS recognizes that students must comply with all policies, procedures, and expectations of School System. School System will notify COEHS of concern(s), and if requested by School System, COEHS will remove the student from the placement and the placement will be terminated. Reasons for termination may include, but are

not limited to, violations of School System policy. After consultation with School System personnel, an COEHS supervisor may initiate termination of a placement. School System reserves the independent right to terminate student placements. School System further reserves the right to deny any individual access to any of its facilities, programs, or events, if School System determines in its sole discretion that the individual's presence may disrupt the educational or workplace environment or affect the health or safety of School System students or staff. The COEHS supervisor will explain any termination of placement to the student. A letter explaining the placement withdrawal should be sent by the COEHS supervisor to the student.

I. Both COEHS and School System Responsibilities

1. Each party agrees that no student in the education program(s) will be deemed to be an employee of the School System nor will the School System 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 School System'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.
3. The COEHS 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 School System'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 School System and COEHS, and covering their activities at the School System, and to provide evidence of such insurance to the School System 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.

The COEHS 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 School System as soon as possible and cooperate with School System in the investigation and/or settlement of any loss or damage or potential loss or damage arising out of this agreement.
4. Each party accepts students without regard for 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 Georgia, the State of North Carolina and of the United States.
 5. The students and faculty shall hold and maintain in confidence all information that they have access to at the School System, including but not limited to public school students' confidential personal information provided to them orally, contained in public school students' records or maintained on School System's electronic information system, in accordance with Federal and State of Georgia and North Carolina law.
 6. COEHS shall advise all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Portability and Accountability Act of 1996 (HIPAA)

and/or the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, to the extent applicable. In addition, COEHS agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and FERPA and to advise them of the importance of complying with School System's policies and procedures relative to HIPAA and FERPA.

Students of COEHS may be provided access to education records of students of the School System and/or personally identifiable information contained in such records at the discretion of the School System as a contractor performing an institutional function of the School System pursuant to this Agreement. Nothing in this Agreement gives COEHS or its students any legal right of access to such records or information. COEHS and School System acknowledge that students and faculty may use clients' personal information for educational purposes at School System and COEHS. To the extent practicable, all information used for such purposes shall be appropriately de-identified so as to remove all data that may be used to connect such information back to the client to whom it relates. Any confidential student records or personally identifiable information from such records disclosed to COEHS or its students, agents or employees pursuant to this Agreement shall be subject to the confidentiality and re-disclosure provisions of all applicable state and federal statutes and regulations, including FERPA. COEHS will ensure that its students and representatives are aware of such re-disclosure requirements and comply with them at all times while providing services pursuant to this Agreement.

7. COEHS acknowledges that North Carolina General Statute § 14.208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. COEHS shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its employees, agents or students who will provide services under this Agreement on the premises of School System and shall provide the results within seven (7) days of completion. The checks shall include, at a minimum, checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program and the National Sex Offender Registry (the "Registries") and shall be conducted no more than thirty (30) days prior to the commencement of services by each such individual. For COEHS's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. COEHS shall provide certification on the Sexual Offender Registry Check Certification Form, attached as Exhibit A, that the registry checks were conducted on each of its contractual personnel providing services under this Agreement prior to the commencement of such services. In addition to the initial check described above, COEHS will conduct annual, supplemental checks of all of its agents, employees or students who are, as of each anniversary of the commencement of this Agreement, continuing to provide services on the premises of School System pursuant to this Agreement, and shall provide the results of those checks to the Affiliated Facility within seven (7) days of completion. Under no circumstances will COEHS assign any individual to provide services under this Agreement if said individual appears on one or more of the Registries. COEHS will maintain all records and documents necessary to demonstrate that it has complied with the requirements of this Section and will provide such documents to COEHS upon request.
8. COEHS represents that as of the date of this Agreement, COEHS is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. COEHS also represents that as of the date of this Agreement, COEHS is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
9. While on school premises or at any school-sponsored event, any and all students, agents or employees of COEHS will comply with all applicable state and federal laws and regulations, as well as applicable policies of the Moore County Board of Education. The parties specifically acknowledge that all Moore County Board of Education policies are available online and that each student or other representative of COEHS who provides services in connection with this Agreement is responsible for understanding and adhering to said policies at all times while on Moore County Schools' premises or working with Moore

County Schools' students. Such persons will conduct themselves responsibly, professionally and with due regard to the impressionability of minors. Under no circumstances will any tobacco, alcohol or illegal drugs be possessed, used sold or distributed on school premises or at a school-sponsored event.

10. School System assumes no financial responsibility for the medical care and treatment of COEHS students or for any injuries to those students attributable in whole or part to their OWN negligence.
11. COEHS students will not be employees of the Moore County Schools, and nothing in this agreement should be construed to create a partnership, joint venture, or similar relationship between the parties. School System will not be responsible for any compensation or reimbursement for interns. COEHS students shall have no claim against School System for workers' compensation, unemployment, or other compensation or benefit.
12. COEHS agrees and certifies that it will comply with all applicable laws, including but not limited to the Fair Labor Standards Act and other wage and hour laws. COEHS students will receive course credit or will be compensated by the COEHS as required by law. COEHS is responsible for ensuring that all IHE students are authorized to work as interns in the United States.
13. The term of this agreement will be one year from the date of execution. The agreement may be renewed by written consent of both parties for additional one-year terms. This Agreement may be terminated in the following manner: (1) By either party for breach if there has been a failure to cure after thirty (30) days written notice; (2) at any time by mutual agreement, or (3) upon written notice of either party given at least 90 days prior to the effective date of such cancellation; provided, however, that no termination shall become effective during an academic semester in progress and students assigned to the School System shall be allowed to complete any previously scheduled assignment then in progress at the School System. Notice of termination to the School System shall be directed to:

(School System person in charge of the Field Experience program)
Anita W. Alpenfels, Executive Officer for Human Resources
Moore County Schools
5277 Highway 15-501 South
Post Office Box 1180
Carthage, NC 28327

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

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:

Anita Alpenfels
Anita Alpenfels, Executive Officer for Human Resources, Moore County Schools

Date: 1-29-18

Administrator, School/System/Agency Title

Date: _____

Dr. Bernard Oliver

Date: 1/28/18

Dean, Dewar College of Education and Human Services

Dr. Robert T. Smith

Date: 1/30/18

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

Legal Affairs