# **SCSB 2022-92 (RENEWAL)**

# FIELD EXPERIENCE AND CLINICAL PRACTICE AGREEMENT

# Addendum to P-12 School 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") and Suwannee County School Board (hereinafter "P-12") located at 1740 Ohio Avenue, South, Live Oak, FL 32064 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 Field Experiences and Clinical Practice. 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 Field Experiences and Clinical Practice 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 Field Experiences and Clinical Practice.

## B. Criminal Background Checks

The P-12 and/or school system will 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.

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 the P-12 representative for review prior to being placed in the Field Experience and Clinical Practice program. The P-12 representative 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 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

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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

- 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.
- 3. Each party 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 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 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. Each party further agrees that, with respect to insurance coverage maintained by it, it will:

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- 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.
- 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 and of the United States.
- I. This Agreement shall commence as of the 16th day of November, 2021 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:
  - a. (P-12 person in charge of the Field Experience program)
     Mr. Walter Boatright
     Director of Human Resources
     1740 Ohio Avenue, South
     Live Oak, FL 32064
     Office: (386) 647-4633
  - b. Notice of termination to the COEHS shall be directed to:

Office of Clinical Experiences & Certification 1500 N. Patterson Street Valdosta, Georgia 31698 Office: (229) 333-7834

- J. This Agreement will be governed by and construed in accordance with the laws of the state of Georgia.
- K. Nothing contained in this Agreement shall be interpreted or construed to mean that the client waives its common law sovereign immunity or the limits of liability set forth in Florida statutes.

This Limitation of Liability will not apply to any claim for Indemnification under this Agreement.

This addendum will be reviewed at the time the 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.

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## **SCSB 2022-92 (RENEWAL)**

The undersigned accept the terms of this addendum as presented herein:	
Ted L. Roush, Superintendent, Suwannee County School District	Date:NOV 1 6 2021
Come Janto	Date: NOV 1 6 2021

Date: 11/30/2021 | 4:05 PM EST

| Landa Rull | Dean, Dewar College of Education and Human Services | 12/1/2021 | 3:55 PM EST

| Date: 12/1/2021 | 3:55 PM EST

"Provost and Vice-President of Academic Affairs, Vardosta State University

Approved as to form
Valdosta State University
Office of Legal Affairs
Justin M. Arrington, Interim Chief Legal Officer
December 1, 2021

"Approved as to Form and Sufficiency
BY

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney