

Office of Legal Affairs

Memo

To: Dr. Robert T. Smith, Provost and Vice President for Academic Affairs

From: Lisa Smith, Administrative Coordinator

OLA File: 220048

Date: 08/17/2021

Re: Partnership Agreement with Mountain Brook Schools

Attached is the Partnership Agreement with Mountain Brook Schools. This agreement has been approved by legal affairs and the dean's approval memo is attached.

Please sign where indicated and return to our office.

Thank you.



MEMORANDUM

To: Dr. Robert T. Smith, Provost and V.P. of Academic Affairs

From: Dr. Karla Hull, Interim Dean and Professor *kh*

Date: August 16, 2021

RE: Memorandum of Understanding (MOU)

1. **PURPOSE** of the MOU Mountain Brook Schools teacher - placement

2. **COSTS** associated with MOU N/A

3. **USG STANDARD:** **Yes** **No**

If No, MOU **varies** from standard by the following: _____

It is my recommendation that we enter into this MOU.

OFFICE of the DEAN

LOCATION Education Center • Room 2041 • ADDRESS 1500 N. Patterson St. • Valdosta, GA 31698-0085

PHONE 229.333.5925 • FAX 229.333.7167 • WEB
<http://www.valdosta.edu/coe>

A Regional University of the University System of Georgia and an Equal Opportunity Institution

Partnership Agreement

Between

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

And

Mountain Brook Schools, 32 Vine Street, Birmingham, AL 35213.

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 Mountain Brook Schools located in Birmingham, AL 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:

<i>Susan Cole - Mountain Brook Schools</i>	Date: <u>7/1/2021</u>
Administrator, School/System/Agency	Title
<i>Director of Personnel</i>	
Administrator, School/System/Agency	Title
	Date: _____

DocuSigned by: <i>Karla Hull</i>	Date: 8/16/2021 5:08 PM EDT
Dr. Karla Hull	
Interim Dean, Dewar College of Education and Human Services	

DocuSigned by: <i>Robert T. Smith</i>	Date: 8/17/2021 2:45 PM EDT
Dr. Robert T. Smith	
Provost and V.P. of Academic Affairs, Valdosta State University	

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, Interim Chief Legal Officer
August 17, 2021

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 **Mountain Brook Schools (hereinafter “P-12”)** located in 32 Vine Street, Birmingham, AL 35213 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.

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. Selection and Support of Cooperating P-12 Mentors/Teachers

The selection of P-12 mentor teacher for teacher candidates in clinical experiences shall be determined by the appropriate school administrator and the COEHS Office of Clinical Experiences and Certification and COEHS program personnel and shall be based on the minimum criteria as follows: currently holds professional certification in the same field in which the student intern is being prepared and has held this same professional certification for at least 3 years; is currently teaching in the same field in which the student intern is being prepared and has taught in this same field for at least 3 years. The school administrator will attest that the P-12 mentor selected is the best qualified and has received an annual summative performance evaluation rating of proficient/satisfactory or higher for the most recent year of experience.

Support of P-12 mentor teachers shall be ongoing and consist of open communications between the COEHS Office of Clinical Experiences and Certification and COEHS program personnel, written program manuals, and the assignment of a VSU program supervisor during the placement term; as well as annual professional development opportunities. Cooperating mentor teachers will be evaluation at the end of the placement term by the teacher candidate.

- J. This Agreement shall commence as of the 1st day of July, 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:

1. (P-12 person in charge of the Field Experience program)
2. Notice of termination to the COEHS shall be directed to:

Office of Professional Education Services
1500 N. Patterson Street
Valdosta, Georgia 31698
Office: (229) 253-2998

K. 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:

On Call Mountain Brook Schools
Administrator, School/System/Agency Title
Director of Personnel

Date: 7/1/2021

Administrator, School/System/Agency Title

Date: _____

DocuSigned by:

Karla Hull
Dr. Karla Hull

Date: 8/16/2021 | 5:08 PM EDT

Interim Dean, Dewar College of Education and Human Services

Robert T. Smith

Date: 8/17/2021 | 2:45 PM EDT

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, Interim Chief Legal Officer
August 17, 2021