

Clinical Experiences Collaborative Partnership

Valdosta State University

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** ("<u>COEHS</u>") and **Atlanta Independent School System** located at 130 Trinity Ave. SW, Atlanta, GA 30303 ("<u>P-12</u>") agree to enter into this Partnership 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 Partnership:

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: 1) preparation of candidates; 2) training, evaluation, and ongoing professional development for all educators; 3) research and inquiry into improving practice; 4) and, other functions as agreed upon by the school/agency and program provider.

P-12 Role and Requirements

The P-12 principal or employer will work with the COEHS to assign VSU students enrolled in an educator preparation program specific P-12 teachers or other school professionals who demonstrate a positive impact on candidates' development and diverse P-12 student learning and development to support leadership candidates who participate in school improvement and research partnerships with university personnel. Mentor educators assigned to educator candidates or interns shall be the best qualified, have received an annual summative performance evaluation rating of proficient/satisfactory or higher for the most recent year of experience, and have a minimum of three (3) years of experience in a teaching, service, or leadership role. These mentor educators shall hold renewable professional-level certification in the content area of the certification sought by the educator candidate.

COEHS Role and Requirements

The COEHS will work with the P-12 principal or employer to design and implement clinical experiences, utilizing various modalities, of sufficient depth, breadth, diversity, coherence, and duration to ensure candidates demonstrate their developing effectiveness and positive impact on diverse P-12 students' learning and development. 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 educator candidates are being prepared unless both parties agree that the school placement should involve observation only. As agreed upon by the P-12 mentor educator and university supervisor, the mentor educator will deploy gradually increasing responsibilities to the student as the capacity to carry such responsibilities is demonstrated. The supervision of COEHS educator candidate experiences in the P-12 schools will be performed cooperatively by appropriate members of the school personnel and the VSU educator preparation program personnel. The COEHS will work with the P-12 principal or employer to prepare, evaluate, and support high-quality clinical educators through training, evaluation, and ongoing professional development.

COEHS Students Role and Requirements

COEHS students, also referred to as educator candidates, will present himself/herself only after a confirmation of the placement by both the P-12 personnel and COEHS Partnership Relations Specialist. COEHS students will

complete P-12 forms required for completion of a school placement, including a background check if applicable, and understand that placements will not be assigned until forms are completed and submitted to appropriate P-12 personnel. COEHS students will maintain COEHS-approved liability insurance for the duration of clinical experiences and hold a Georgia Pre-Service Certificate or other COEHS-approved certification. COEHS students will follow P-12 policies, guidelines, procedures, and curriculum at all times, or otherwise be withdrawn from the clinical experience. COEHS students will also meet attendance requirements set by P-12 and COEHS, conduct himself/herself as a professional, accept professional feedback, or otherwise be withdrawn from the clinical experience.

RELATIONSHIP OF THE PARTIES

Neither this agreement, nor any activities described herein, shall be construed as creating a legal partnership, joint venture, franchise, agency, or other such relationship. Neither party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent.

FERPA COMPLIANCE

COEHS shall comply with Federal and State laws and regulations regarding confidentiality of student records. Specifically, COEHS shall comply and shall assist P-12 in compliance, in all material respects, with applicable laws and regulations, including with the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and all applicable privacy laws. To the extent COEHS or its subcontractors comes into contact with any student data or information, COEHS or its subcontractors will not disclose such information without eligible student/parent/guardian permission. Personally identifiable student information and education records, as defined pursuant to O.C.G.A. Title 20 and FERPA, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this agreement. Any breach of confidentiality by a participating educator candidate or member of COEHS staff shall be grounds for immediate termination of the field placement and shall constitute a breach of this agreement.

NOTICES

Unless otherwise provided in this agreement, all notices, including, but not limited to, any notice of termination of this agreement, will be in writing and will be personally delivered, sent by regular mail, overnight delivery service or sent by certified mail, return receipt requested, postage prepaid. Notices will be deemed given (a) on the date delivered if delivered personally, (b) on the first business day following the date of dispatch if delivered by overnight delivery service, or (c) on the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by certified mail. Notices must be sent to the respective address set forth below or such other address that a party specifies in a notice delivered pursuant to this Section.

To P-12: Superintendent

Atlanta Public Schools 130 Trinity Avenue SW Atlanta, GA 30303

General Counsel Atlanta Public Schools 130 Trinity Avenue SW Atlanta, GA 30303

To COEHS: Valdosta State University

Dewar College of Education and Human Services

Dr. Sheri Noviello

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BACKGROUND CHECK

P-12 requires that all individuals who will work on a P-12 site (including full-time, part-time and temporary employees, contractors and subcontractors) must be fingerprinted by P-12 and cleared through the Georgia Criminal Information Center System (GCIS) before they are assigned to work at a P-12 location. The cost of fingerprinting is \$45.00 per individual and is the responsibility of COEHS. Any failure to comply with this requirement constitutes a breach of this agreement.

GOVERNING LAW

This agreement shall be governed in all respects by the laws of the State of Georgia, without regard to its conflict of laws. The exclusive venue for any action arising out of or related to this agreement shall be in the federal, superior, or state courts of Fulton County, Georgia.

TERMINATION

Either party may terminate this agreement without cause upon thirty (30) days written notice to the other party. Either party may terminate this agreement immediately in the event of a breach of any provision herein by the other party.

ENTIRE AGREEMENT

This agreement, including any exhibits, constitutes the entire agreement between the parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This agreement shall not be modified except by a written agreement signed by both parties.

TERM

The term of this Partnership agreement shall be for the three (3) years, commencing on the date of last signature below and ending on March, 2027.

The undersigned accept the terms of this Partnership, as presented herein for the establishment and maintenance of a mutually beneficial partnership with shared purpose and reciprocity:

DocuSigned by: 4/26/2024 | 4:34 Superintendent Dr. Danielle Battle Date Administrator, School/System/Agency Administratosc Solored System/Agency Administrator, School/System/Agency Signature Print Name

Dr. Sheri Noviello Administrator, Valdosta State University

April 24, 2024

Administrator, Valdosta State University Administrator, Valdosta State University Signature

Interim Provost and V.P. of 4/11/2024 + 9:58 AM Academic Affairs

Approved by APS Legal

DocuSigned by:

Sheri Moviello

Approved as to form Valdosta State University Office of Legal Affairs

Justin M. Arrington, Chief Legal Affairs Office

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Print Name