



**CLEMMER COLLEGE of
EDUCATION and
HUMAN DEVELOPMENT**
EAST TENNESSEE STATE UNIVERSITY

Clinical Experiences

**AGREEMENT BETWEEN ASHLEY ACADEMY
AND EAST TENNESSEE STATE UNIVERSITY**

THIS AGREEMENT entered into this 29 day of February 2024, by and between EAST TENNESSEE STATE UNIVERSITY on behalf of its Clemmer College of Education and Human Development, hereinafter referred to as the "University," and ASHLEY ACADEMY, hereinafter referred to as the "School System".

WITNESSETH

In consideration of the mutual promise contained herein, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

Purpose and Eligibility:

Students enrolled in an Educator Preparation Program at East Tennessee State University and who are eligible for participation in clinical experiences (field experiences and clinical residency practice) will be considered by the School System for participation in observational and classroom activities, including teaching. The purpose of this agreement is to define the responsibilities of the University and the School System providing these direct experiences for students in University.

Because of their differing functions, the School System and University have unique responsibilities. Therefore, it is essential that frequent and clear communication exist between the School System's designated contact person and the Director of Field Experiences and Residency. Sharing of responsibility is needed if all parties are to derive maximum benefit from this program. It is agreed that the School System and the University will collaborate to establish mutually beneficial efforts for both the School System and the University.

I. Responsibilities of the School System:

- A. The School System will designate an administrator at each participating school and/or district to serve as its contact person. This administrator will assume the responsibility for collaborating with the Educator Preparation Program to establish criteria for student

selection of all clinical experience placements in the school. Any questions or problems arising which involve placements will be brought to the attention of the Director of Field Experiences and Residency by the School System's designated administrator.

- B. The School System will participate in only those clinical experiences which have been designated through the University's Director of Field Experiences and Residency Office.
 - C. The School System will endeavor to provide placements for residency candidates in clinical practice with School System Based Faculty (mentors) within related licensure areas that meet the requirements of Clemmer College of Education and Human Development Criteria for Mentor Teachers (see below) and have an overall effectiveness of above expectations or significantly above expectations for the prior school year as documented by student learning outcomes (TVASS/EOC) and scores on TEAM evaluations.
 - D. For Advanced Licensure programs, the School System will endeavor to provide placements for students with School System Based Faculty (mentors) within the related licensure areas that meet the requirements of Clemmer College of Education and Human Development Criteria for Mentor of Candidates in Advanced Programs (see below).
 - E. The Administrator of participating schools will have the responsibility for determining the degree to which students conform to school policies. Problems arising from any breach of policy by students in clinical experiences should be referred by the Administrator to University's Director of Field Experiences and Residency.
- II. Responsibilities of the University:
- A. University has designated a Director of Field Experiences and Residency who will assume the responsibility for coordinating clinical experiences in partnership with faculty of the School System. Any concerns or problems arising relating to placements in the School System should be brought to the direct attention of the Director of Field Experiences and Residency. It is then the Director's responsibility to work in partnership with the School System; as well as, University and/or department faculty to address any concerns and/or problems.
 - B. University will provide clinical supervision of residency candidates by appropriate University personnel and school-based faculty as chosen by the University and the School System. It is the goal of University to establish clinical experiences and supervision of these experiences

which provide mutually beneficial relationships between the School System and the candidates.

- C. University will collaborate with the School System and School System Based Faculty to design specific assignments for each clinical experience in order to provide clear communication about the purposes and the expectations for the experience. University will conduct online and/or in-person professional development sessions with School System Based Faculty on mentoring residency candidates during clinical practice and other topics deemed appropriate by both the University and School System.
 - D. University will, in advance of the clinical experiences, provide the School System with a list of students who are eligible for field experience or clinical residency practice along with appropriate information about the students, and the School System will provide University with a list of mentors for clinical experiences. This list will ensure that mentors for clinical residency practice meet the Criteria of Mentor Teachers (see below). This will allow the School System and the University the opportunity for co-selection of residency candidates and mentor teachers. School System has the option of conducting interviews of the eligible residency candidates and selecting those they judge to be most appropriate for their programs.
 - E. University will inform all students visiting in the School System of their obligation to observe the policies and schedules of the School System in which the student is placed.
 - F. The students will agree to comply with the guidelines included in the University's Memorandum of Understandings or Field Experience Guidelines (see below). The students will acknowledge these agreements in writing prior to commencing the clinical experience.
 - G. University Director of Field Experiences and Residency is responsible for removing a clinical experience. Withdrawal may be the result of a request initiated within the School System or from the Director of Field Experiences and Residency.
 - H. In accordance with Tennessee Code Annotated § 49-5-5610, University certifies that a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation is performed for all students in clinical experience placements, and that the results indicate no criminal convictions that would result in the automatic revocation of a teacher's license pursuant to Tennessee state law and the rules of the State Board of Education. University agrees that a student will be removed from the assigned clinical experience should any such criminal charges and/or convictions occur during the period of assignment.
- III. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973,

Executive Order 11,246, and the related regulations of each. Each party assures that it will not discriminate against any individual because of race, religion, creed, color, gender, age, disability, or national origin. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or those within its control or employ.

IV. Any and all claims against the University for personal injury and/or property damage resulting from the negligence of University in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or Claims Commission of the State of Tennessee. Damages recoverable against the ETSU shall be expressly limited to claims paid by the Board of Claims or Claims Commission pursuant to Tennessee Code Annotated Section 9-8-301 et. seq.

V. This agreement can be terminated by either party upon notice of 120 days. The terms of this contract will be renewed by August 1, 2025.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

For Ashley Academy

Ramona Stan 3-18-24

Director of Schools

Date

For East Tennessee State University:

Donna M. Miller for Kimberly D. McCorkle

3/15/2024

Dr. Kimberly McCorkle
Provost & Senior VP for Academic
Affairs

Date