

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
Valdosta State University
AND
Statesboro High School
(Name of Facility)**

This is a Memorandum of Understanding on the part of Statesboro High School (hereinafter referred to respectively as the "Facility") and the Board of Regents of the University System of Georgia by and on behalf of Valdosta State University (hereinafter referred to respectively as the "University"). The Facility and University shall be hereinafter jointly referred to as the "parties."

A. PURPOSE:

1. The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality applied clinical learning experiences for the students in the University's Sports Medicine/Athletic Training Education Program located in the Department of Kinesiology and Physical Education within the College of Education.
2. Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another, to the students assigned to the Facility, or to any third party. However, the understandings contained herein may be incorporated into and made a part of a subsequent agreement executed between the respective University and Facility in a form substantially similar to that which is attached hereto and hereby incorporated by reference as "Exhibit A" (hereinafter referred to as the "Agreement").

B. GENERAL UNDERSTANDING:

1. The applied learning experience (hereinafter referred to as the "A.L.E.") will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by the University and the Facility. The starting and ending dates for each A.L.E. shall be agreed upon at least one month before the A.L.E. commences. A.L.E. implementation at the Facility shall be subject to final approval by the Facility.
2. The number of students designated for participation in the A.L.E. will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. All student participants must be acceptable to both parties. Either the Facility or the University may withdraw any student from an A.L.E. at the Facility based upon a lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Facility, or, for any other reason where either party reasonably believes that it is not in their best interest for the student to continue. Such party shall provide the other party and the student with immediate notice of the withdrawal and written reasons for the withdrawal.

3. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or veteran's status in either the selection of students for participation in the A.L.E., or as to any aspect of the A.L.E.; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the student's effective participation in the A.L.E.

C. FACILITY RESPONSIBILITIES:

1. The Facility will retain responsibility for the care of its clients and patients and will maintain supervision of students insofar as their presence and A.L.E. assignments affect the operation of the Facility and its care, direct and indirect, of its clients and patients. No provision of this Relationship shall prevent any Facility client or patient from requesting not to be a teaching client or patient or prevent any member of the Facility's staff from designating any client or patient as a non-teaching client or patient.
2. The Facility will provide adequate facilities for participating students in accordance with the A.L.E. program objectives and plan developed through cooperative planning by the University's departmental faculty and the Facility's staff. The Facility will use its best efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with the A.L.E. However, specific classroom, conference space and facility requirements may be set forth in the Agreement.
3. Facility staff shall upon request, assist the University in the evaluation of the learning and performance of participating students, provided the student has signed a consent to exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. However, the Facility hereby agrees to keep confidential any student records or information it may obtain, unless it has otherwise obtained prior written consent of the student. Although the University shall obtain all required consents, the Facility shall have the right to rely on such consents and to obtain copies of such consents upon request. The Facility will assign a staff representative as liaison between the Facility and the University. The Facility staff representative may be designated in the Agreement. Unless otherwise specified in the Agreement, any evaluation of students by the Facility shall relate only to general student participation in the A.L.E., and shall in no way be construed as a certification by the Facility as to the competence of any student or a representation by the Facility of any student's ability or competence in connection with the practical implementation of any knowledge gained through the A.L.E.
4. The Facility shall provide for the orientation of both University faculty and participating students as to the philosophies, rules, regulations and policies of the Facility.
5. All medical or health care (emergency or otherwise) that a University student receives at the Facility will be at the expense of the individual involved.

D. UNIVERSITY RESPONSIBILITIES:

1. The University will use its best efforts to select students for participation in the A.L.E. who are prepared for effective participation in the training phase of their overall

education. The University will retain ultimate responsibility for the education of its students.

2. Prior to the commencement of the A.L.E., the University will, upon request and with proper authorization, provide responsible Facility officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.
3. The University will use its best efforts to see that the A.L.E.s at the Facility are conducted in such a manner as to enhance the care to its clients and patients. Only those students who have satisfactorily completed the prerequisite courses of their curriculum will be selected for participation in an A.L.E., as specified in the curriculum course descriptions.
4. The University will inform all its participating students of the Facility's requirement that they must procure and maintain throughout the A.L.E. professional liability insurance in amounts, form, and by a carrier satisfactory to the Facility and the University, and covering their activities at the Facility, and to provide evidence of such insurance to the Facility prior to participation in any A.L.E. The University will not provide Worker's Compensation Insurance or other insurance coverage for its students. This paragraph will survive the termination of this MOU.
5. The University will encourage participating student compliance with the Facility's rules, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the University will keep each participating student apprised of his or her responsibilities, including but not limited to the following:
 - a. To follow the administrative policies, standards and practices of the Facility when in the Facility.
 - b. To report to the Facility on time and to follow all established regulations of the Facility.
 - c. To keep in confidence all medical, health, financial and social (including mental health) information pertaining to particular matters, clients or patients.
 - d. To not publish any material related to the A.L.E. that identifies or uses the name of the University, the Board of Regents of the University System of Georgia, the Facility or its members, clients, students, faculty or staff, directly or indirectly, unless prior written permission is received from the University, the Board of Regents of the University System of Georgia, and the Facility. However, the Facility hereby grants to the University the right to publish University administrative materials such as catalogs, course syllabi, A.L.E. reports, etc. that identify or uses the name of the Facility or its members, staff, directly or indirectly.
 - e. To comply with all federal, state and local laws regarding the use, possession, manufacture or distribution of alcohol and controlled substances.
 - f. To follow Centers for Disease Control and Prevention (C.D.C.) Universal Precautions for Blood borne Pathogens, C.D.C. Guidelines for Tuberculosis

Infection Control, and Occupational Safety and Health Administration (O.S.H.A.) Respiratory Protection Standard.

- g. To conform to established standards and practices while training at the Facility.
 - h. To provide the necessary and appropriate uniforms and supplies required where not provided by the Facility.
 - i. To wear a name tag that clearly identifies him/her as a student.
 - j. To sign a written agreement obligating the student or faculty member to observe all rules and policies established by the Facility, to maintain the confidentiality of patient information, and to refrain from publishing any material related to the A.L.E. that identifies or uses the name of the Board of Regents, the University, or the Facility, directly or indirectly, or uses the name of the Facility, without first obtaining written approval. Subject to the right to publish set forth in section d above.
6. The University will require all student participants at the time of enrollment in the A.L.E., **if required** and as necessary and appropriate during the period of participation, to furnish documentation of a health examination, as will be necessary to determine that they are free from any infectious or contagious diseases, and are able to perform their activities in the A.L.E. program in order to ensure that students do not pose a direct threat to the health or safety of others, overall health status, Hepatitis vaccination, measles and mumps tests or documentation of immunization. At the option of the Facility, such health examinations may be performed by the Facility, at the sole expense of the student participants. Any medical or health care (emergency or otherwise) that may be received by an University student at the Facility in the course of the A.L.E. shall be at the sole expense of the individual recipient of such care; provided that nothing herein shall require the Facility to provide any such care. Any student participant who does not meet the health criteria established by the Facility will not be assigned to the Facility or allowed to continue to participate in the A.L.E. at the Facility. The Facility has the right, at any time, to request health status reports on student participants, to the extent allowed by applicable law. Moreover, if the student has an exposure to blood or body substances, if there is an injury to the student or if there is an infectious disease outbreak, the University agrees, to the extent allowed by law, to send the student's health records within two (2) business days of the receipt of a written request by the Facility for such health records.
7. The University shall have the full responsibility for the conduct of any student disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations and case law.
8. The University will assign faculty/staff representative(s) as liaison(s) between the Facility and the University. The University faculty/staff representative(s) will be designated in the Agreement.
9. The University will require all student participants at the time of enrollment in the A.L.E to provide proof of current OSHA blood borne pathogen training and CPR certification.

E. MUTUAL RESPONSIBILITIES:

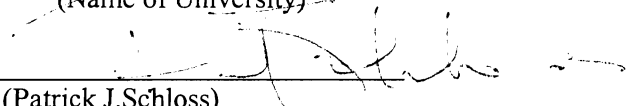
1. The parties will work together to maintain an environment of quality learning experiences for the University's student(s), while at the same time enhancing the resources available to the Facility for the providing of care to its clients and patients. At the request of either party, a meeting or conference will be held between University and Facility representatives to resolve any problems or develop any improvements in the operation of the A.L.E.
2. This working relationship and affiliation shall be reviewed annually by the parties. This Memorandum of Understanding may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice to the other party, but any students currently in an A.L.E. may complete the A.L.E. The term of this affiliation for the field experience shall be one academic semester, commencing on January 11, 2010 and ending on April 29, 2010.
3. The University and the Facility acknowledge and agree that neither party shall be responsible for any loss, injury or other damage to the person or property of any student participating in the A.L.E. unless such loss, injury or damage results from the negligence or willful conduct of that party, its agents, officers or employees.
4. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than Facility and the University; without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.
5. Neither party is an agent, employee or servant of the other. The Regents, University, and the Facility acknowledge and agree that student participants in the A.L.E. are not employees of the Regents, University, or the Facility by reason of such participation, and that they assume no responsibilities as to the student participants that may be imposed upon an employer under any law, regulation or ordinance. Student participants shall in no way hold themselves out as employees of the Regents, University, or the Facility.
6. Facility and University acknowledge that protection of participants in the A.L.E. from exposure to blood borne pathogens is the joint concern of Facility, University and the participant. Facility will make available to participants for use within the Facility all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with Centers for Disease Control guidelines, as appropriate to the participant's A.L.E. **If the A.L.E. involves exposure to blood borne pathogens**, Facility shall provide participants with education regarding blood borne pathogens appropriate to the participant's educational training at Facility, and, shall maintain documentation of such education. University shall, to the extent allowed by law or regulation, offer to participants at substantial risk of directly contacting body fluids, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and Centers for Disease Control. Facility will use its best efforts to appropriately test the source patient and to obtain that patient's consent to disclosure of

test results to the University and participant.

7. This Memorandum of Understanding shall be governed by, construed and applied in accordance with the laws of the State of Georgia.
8. This Memorandum of Understanding shall supersede any and all previously executed Memoranda of Understanding between the parties for applied learning experiences.

AGREED TO BY:

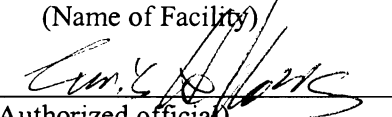
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF
OF Valdosta State University
(Name of University)



(Patrick J. Schloss)

Date: 11/24/09

THE Statesboro High School
(Name of Facility)



(Authorized official)

Superintendent

Title

Date: 12/9/09

EXHIBIT A
UNIVERSITY AND FACILITY APPLIED LEARNING EXPERIENCE AGREEMENT

This is an agreement on the part of Statesboro High School (hereinafter referred to as the "Facility") and the Board of Regents of the University System of Georgia on behalf of Valdosta State University (hereinafter referred to as the "University").

WHEREAS, the University desires to obtain and the Facility desires to provide high quality applied learning experiences for the University's students, while at the same time enhancing the resources available to the Facility for the providing of care to its clients and patients, through the operation of an applied learning experience (hereinafter referred to as the "A.L.E.").

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. This agreement applies to the following programs: The Athletic Training program at Valdosta State University and High School Outreach Program at Statesboro High School .
2. The University will use its best efforts to provide the Facility with information concerning the number of students, students' department/college, course of instruction, and dates of participation, thirty (30) days prior to the commencement of the A.L.E. When available, student names shall be provided prior to the students' participation at the Facility. Although the Facility may decline the acceptance of student(s), it will promptly notify the University of all students who are accepted into the A.L.E. Further, the Facility shall provide the University with written reasons for its non-acceptance of student(s).
3. Upon receipt of the above information identified above in paragraph 1., the Facility shall designate the classroom or conference space, Facility personnel, and other facilities or equipment appropriate for the A.L.E. and agrees to inform the University of same. The Facility agrees to use its best efforts to provide additional facilities, equipment and personnel as reasonably requested by the University. The availability of additional facilities, equipment and personnel will be subject to availability, prior requests for those resources, and the Facility's obligations regarding operation of the Facility.
4. If preceptors are used as an integral part of the A.L.E., evaluation(s) by the Preceptor(s) will contribute to the evaluation of participating student practice competency. The Preceptors will have appropriate licenses and degrees. The following are specific Preceptor requirements:

program	preceptor
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Student preceptors must have at least National Athletic Trainers' Association Board of Certification and when applicable state regulation as a certified athletic trainer and 2 years of experience as a certified athletic trainer.

5. University students and faculty members have executed the following documents:

Check the applicable documents that have executed

A. X Authorization for Release of Records and Information

- B. X Applied Learning Experience Agreement
- C. X Proof of current OSHA Blood Borne Pathogen Training
- D. X Proof of current CPR Certification
- E. X Proof of student professional liability insurance

Copies of each executed document are available upon request:

6. The following individuals will respectively serve as the faculty/staff representative(s) for the University and the contact person for the Facility:

A. University Faculty/Staff Representative(s):

Program: Athletic Training Program, Department of Kinesiology and Physical Education

Name(s): Ms. Lori Howard, MS, ATC, LAT

Address: Valdosta State University, Department of Kinesiology & P.E.

1500 N. Patterson St

Valdosta, Georgia 31698-0095

Telephone Number: (O) 229-245-4380 (H) 229-263-6824 (C) 229-630-8571

Fax Number: 229-333-5972 or 229-245-3863

Email: lchoward@valdosta.edu

B. Facility Contact Person:

Program: Statesboro High School

Name(s): Tim Ussery

Address: 10 Lester Rd

Statesboro, GA 30458

Telephone Number: 912-687-6353

Fax Number:

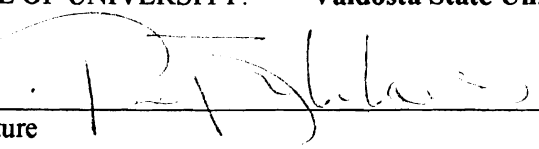
Email: tussery@bulloch.net

In the event that a University or Facility contact person changes, the University or the Facility, as appropriate, hereby agrees to promptly notify the other party of such change.

7. It is understood and agreed that all terms and conditions forming a part of the Memorandum of Understanding by and between Statesboro High School and the Board of Regents of the University System of Georgia, by and on behalf of Valdosta State University dated 12-9-09 are hereby incorporated by reference and shall remain in full force and effect during the term of this Agreement.

8. Unless sooner canceled as provided herein, the term of this agreement shall be for a period of one (1) academic semester, commencing on January 11, 2010 and ending on April 29, 2010. This agreement may be renewed or amended at any time by mutual written consent of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice, but any students currently in an A.L.E. may complete the A.L.E.

NAME OF UNIVERSITY: Valdosta State University

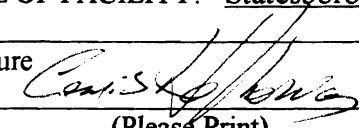
Signature 

Name: Patrick J. Schloss

Title: President

Date: 11/24/09

NAME OF FACILITY: Statesboro High School

Signature 

Name: _____

(Please Print)

Title: Superintendent

Date: 12/09/09