



AGREEMENT FOR STUDENT CLINICAL EXPERIENCES

2016 - 2018 Academic Years

This Agreement for Student Clinical Experiences ("**Agreement**") is made and entered, by and between 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 The School Board of Orange County, Florida, (the "**Board**").

WHEREAS, the Board is committed to promoting the professional growth of students studying in various allied health programs;

WHEREAS, the University desires the cooperation of the Board in the development and implementation of an internship/fieldwork experience for the benefit of its students in various allied health programs; and

WHEREAS, the Board and the University desire to work together in the development and implementation of certain fieldwork experience for allied health students on the terms and provisions as provided below.

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

1. Board Rights & Responsibilities

- a. The Board agrees to work in cooperation with the University to provide field-based clinical experiences as approved by Orange County Public Schools ("**OCPS**") to certain approved University students ("**Students**");
- b. The Board agrees to provide appropriate professional supervision and feedback from OCPS staff (as determined by OCPS) who have demonstrated competence in classroom settings;
- c. The Board agrees to place Students in OCPS schools that have a sufficient number of qualified supervising professionals designated by OCPS as fieldwork educators ("**Field Supervisors**"), through the process outlined in OCPS' *Student Intern Placement Procedures*, as such procedures may be modified by the Board from time to time.

- d. The Board, in its sole discretion, may reject any Student from the internship program provided for hereunder and terminate the internship of any Student when the Board deems such rejection and/or termination, as the case may be, to be in the best interest of the Board and/or OCPS.
- e. The Board shall comply with applicable federal, state and local laws.

2. University Rights & Responsibilities.

- a. The University shall assign a University college faculty member or other approved professional ("**University Supervisor**") to serve as supervisor of all Student interns assigned to OCPS. Such University Supervisor will be responsible for supervision of all Student interns and shall supervise such Student interns on a regularly scheduled basis and serve as liaison between the Board and the Students.
- b. The University shall comply with and shall require its Students to comply with all applicable laws, Board policies, procedures, regulations and guidelines, including, without limitation, the Board's *Student Internship Placement Procedures*, as same may be modified by the Board from time to time.
- c. The University acknowledges the confidential nature of information regarding OCPS students and their records.
- d. The University shall inform all Students that he/she shall be required to complete OCPS security screening requirements, at his/her own expense, including, without limitation, any required screening pursuant to Section 1012.32, Florida Statutes, as applicable. It is agreed and understood that neither the Board nor OCPS shall be responsible for any expenses incurred with such screening requirements.
- e. No Student or University employee or agent with a record for an arrest, a plea of nolo contendere (no contest), a withhold of adjudication, a conviction or other criminal record, shall be assigned to a field experience under this Agreement, including, without limitation, any assignment to an OCPS facility or an assignment to work with an OCPS student, without the prior written approval of OCPS in each instance.

- f. University students shall not be considered as employees of the Board or OCPS and are not covered by any such party's compensation program or other insurance.
- g. The University shall inform its Student and employees that they will not receive any compensation from the Board or OCPS, nor will they receive any benefits provided by the Board or OCPS or their respective employees.
- h. The University shall establish and maintain ongoing communication with the Field Supervisors on items pertinent to the University teacher curriculum, including, without limitation, a description of the curriculum, relevant course outlines, policies, faculty, and any material changes in this information.
- i. The University shall notify the Field Supervisors, at a time mutually agreed upon, of its planned schedule of Student assignment, including the name of the Student, level of academic preparation and length and dates of fieldwork experience.
- j. The University shall only refer to the Board those Students who have satisfactorily completed the prerequisite didactic portion of the University curriculum that is applicable to the Student internship.
- k. The University shall inform the Student of OCPS requirements and Student obligations hereunder relative to acceptance into the University internship program hereunder.
- l. The University shall provide the Field Supervisors with appropriate forms to be used in evaluating the performance of the assigned Student.
- m. The University shall ensure each approved Student shall provide to OCPS, prior to the commencement of the Student assignment, such confidential information of the Student as may be required by the internship/placement or as may be deemed necessary by the University and/or the Board for the training and guidance of the Student.
- n. The University shall require its faculty and other University internship participants to execute and abide by a separate Confidentiality Statement to include the provision as set forth on Exhibit "A", attached hereto and incorporated herein by reference.

3. **Cooperation.** The University and the Board agree to cooperate in establishing the educational objectives for the fieldwork experience, devise methods for its implementation, and periodically evaluate these objectives to determine the effectiveness of the applicable fieldwork experience.
4. **Relationship of the Parties.** Nothing contained herein shall be deemed to create an association, partnership, joint venture, employment or relationship of principal and agent or master and servant among the parties or any affiliate thereof, or to provide any party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other party. The relationship of the parties hereunder shall be as an independent contractor relationship only. Neither party shall have the power to bind the other party or contract in the name of the other party. Students shall participate in the program hereunder for the sole consideration of obtaining an educational experience. No Student shall be considered an employee or volunteer of the Board by virtue of their participation hereunder.
5. **Intern Status.** While interning at an OCPS facility as designated by OCPS, Students will have the status of "interns" and are not to be deemed to be Board or OCPS employees. The University acknowledges and shall require that its Students, faculty and/or other employees or agents of the University are not considered to be and shall not represent themselves as agents, officers, servants, or employees of the Board or OCPS in any manner whatsoever. Such persons and entities of the University will wear name tags identifying their status as interns or their status with the University, as may be the case, at all times at any OCPS facility assigned hereunder and otherwise when performing duties or obligations in person with OCPS or any of its students in connection with this Agreement.
6. **Indemnity by the Board.** To the extent specifically provided for by law and subject to Section 768.28, Florida Statutes, the Board shall indemnify and hold the University harmless from any loss, claim, or damage arising out of the acts or omissions of the employees or staff of OCPS, except for any such loss, claim, or damage arising out of the acts or omissions of the University or taken or made by any party at the direction of University personnel. Nothing herein shall be deemed a waiver by the Board of its sovereign immunity rights under the laws of the State of Florida.
7. **Negligence by the University.** 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 the University 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.

8. **Insurance.** To provide insurance as described below, check either (a) or (b) as applicable:

 X (a) University shall maintain, during the term of this Agreement, for itself and its faculty, a policy of professional liability insurance, with a single limit of no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. University further warrants that it will keep such professional liability insurance in full force and effect to respond to any claims arising out of the action of University and its faculty during the term of this Agreement and for the two year period immediately following the termination or expiration of this Agreement. University shall provide the Board with a certificate of insurance evidencing such coverage upon execution of this Agreement and upon the Board's request. University shall give the Board written notice within ten (10) days of any changes, modification, cancellation or non-renewal of such insurance.

 (b) University is a sovereign entity and further warrants that it will maintain for itself, its faculty, a policy of self-insurance providing coverage in an amount not less than the statutory limits. University further warrants that it will keep such self-insurance in full force and effect to respond to any claims arising out of the actions of the University, its faculty and students during the term of this Agreement and, if not occurrence-based coverage, for the two year period immediately following the termination or expiration of this Agreement. (Such coverage for the University, faculty, and students shall be at minimum limits of \$200,000. per person, \$300,000. per occurrence, no annual aggregate.) University shall provide the Board with confirmation of such self-insurance upon execution of this Agreement and upon the Board's request.

9. **Term and Termination.** The term of this Agreement will be two (2) years commencing on January 3, 2016 and ending on December 31, 2018. This Agreement may be renewed for a two (2) year period by mutual written consent of the parties. Either party may terminate this Agreement, with or without cause, by providing sixty (60) days' prior written notice to the other party.

10. Notice. Any notice given or required to be given will be effective when hand delivered, when received if sent via commercial courier, or three days after being sent via U.S. mail if given at the following address:

For the Board: Listing of Board and OCPS Departments, Locations and Contacts are set forth on Exhibit "B", attached hereto and incorporated herein by reference.

Notices shall be sent with a copy to:
Orange County Public Schools
445 West Amelia Street
Orlando, Florida 32801-1129
Attention:

For the University: Listing of University Departments and Contacts are set forth on Exhibit "C", attached hereto and incorporated herein by reference.

Notices shall be sent with a copy to:
Valdosta State University
College of Education and Human Services, Dean's Office
1500 N. Patterson St.
Valdosta, GA 31698

11. Severability. The invalidity or unenforceability of a particular provision of this Agreement will not affect the other provisions hereof, and the Agreement will be construed in all respects as if such valid or unenforceable provisions were omitted.

12. Full Force and Effect. Except as expressly modified and amended hereby, all terms and provisions of this Agreement shall remain in full force and effect.

13. Assignment. Neither party may assign this Agreement nor the duties and responsibilities contained herein without the prior written consent of the non-assigning party.

14. Waiver. A waiver by either party of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.

15. Entire Agreement. This Agreement, together with all exhibits which may be attached hereto, constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or in writing, with respect to the subject matter hereof, and no other agreements or promise relating to the subject matter of this Agreement which is not contained herein will be binding. This Agreement may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this Agreement.

16. Board/OCPS Names; Trademarks. University shall not acquire any rights under the Agreement to, and shall not use, the name of Board or the name of "Orange County Public Schools" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "OCPS Marks") in any of University's advertising, publicity or promotion; to express or imply any endorsement by Board or OCPS of its services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by Board in each and every instance. Notwithstanding the foregoing, University acknowledges that Board and OCPS, as the case may be, own and control the OCPS Marks, and University agrees that OCPS Marks are proprietary to Board and OCPS, as the case may be. Nothing in the Agreement constitutes the grant of a general license to use such OCPS Marks. University agrees that it will not do anything which in any way infringes or abridges Board's right to the OCPS Marks or directly or indirectly challenges the validity of or attempts to invalidate the OCPS Marks. University agrees and acknowledges that it shall not acquire any interest in OCPS Marks or the good will associated with OCPS Marks by virtue of the Agreement. No advertisement, publication or other use of OCPS Marks shall be published or otherwise promulgated by University without Board's prior inspection and written approval in Board's sole discretion. Board has the right at any time to immediately revoke any permitted use it grants University of any OCPS Marks hereunder. Upon termination of the Agreement, any and all rights or privileges for University to use OCPS Marks (if such approval was granted by Board) shall cease. This clause shall survive the expiration or sooner termination of this Agreement.

17. University Names; Trademarks. The Board shall not acquire any rights under the Agreement to, and shall not use, the name of University either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "University Marks") in any of the Board's advertising, publicity or promotion; to express or imply any endorsement by the

University of its services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the University in each and every instance.

Notwithstanding the foregoing, the Board acknowledges that University owns and controls the University Marks, and the Board agrees that University Marks are proprietary to the University. Nothing in the Agreement constitutes the grant of a general license to use such University Marks. The Board agrees that it will not do anything which in any way infringes or abridges the University's right to the University Marks or directly or indirectly challenges the validity of or attempts to invalidate the University Marks. The Board agrees and acknowledges that it shall not acquire any interest in the University Marks or the good will associated with the University Marks by virtue of this Agreement. No advertisement, publication or other use of University Marks shall be published or otherwise promulgated by the Board without the University's prior inspection and written approval in the University's sole discretion. The University has the right at any time to immediately revoke any permitted use it grants the Board of any University Marks hereunder. Upon termination of the Agreement, any and all rights or privileges for the Board to use University Marks (if such approval was granted by the University) shall cease. This clause shall survive the expiration or sooner termination of this Agreement.

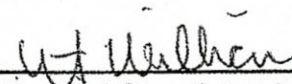
- 18. No Establishment of Third Party Rights.** This Agreement is not intended to create any rights or interests for any other person or entity other than the Board or the University.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates subscribed below.

The School Board of Orange County, FL

Valdosta State University

By: 
Authorized Superintendent Designee:

By: 
Authorized University Designee

Signature
Bridget Williams
Printed Name
Chief of Staff
Title
407-317-3322
Phone
December 16, 2016
Date
bridget.williams@opcs.net
E-Mail Address

Signature
Dr. Brian Gerber
Printed Name
Provost and Vice President of Academic Affairs
Title
229-333-5950
Phone

Date
blgerber@valdosta.edu
E-Mail Address

Legal Content Approved:

EXHIBIT "A"

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state law and regulations including, but not limited to, Federal regulations under the Health Insurance Portability and Accountability Act ("HIPAA"), to keep confidential any protected health information ("PHI") regarding The School Board of Orange County, Florida ("Board") or Orange County Public Schools ("OCPS") students and patients, as well as all confidential information of the Board and OCPS. The undersigned agrees, under penalty of federal and state law, not to reveal to any person or persons any specific PHI regarding any patient, except to authorized clinical staff and associated personnel of the Board or OCPS, as the case may be, and, as necessary, to other authorized participants in the program at the Board facility who are supervising or assisting the undersigned in the provision of services at such facility. The undersigned further agrees not to reveal to any third party any PHI or other confidential information of the Board or OCPS, except as required by law or as authorized by the Board or OCPS, as the case may be.

Dated this _____ day of _____, 201__.

Program Participant

Print Name: _____

Witness

EXHIBIT "B"

(Listing of Board and OCPS Departments, Locations, and Contacts to be Attached)

EXHIBIT "C"

(Listing of University Departments and Contacts to be Attached)

Valdosta State University

College of Education and Human Services

Dean's Office

Contact: Dr. Lynn Minor, Interim Dean

Office of Clinical Experiences and Certification

Contact: Ms. Renee Whitmer, Director