CHICAGO PUBLIC SCHOOLS
CLINICAL INTERNSHIP AGREEMENT

(Valdosta State University)

This Chicago Public Schools Clinical Internship Agreement ("the Agreement") dated the 15th of July, 2015, is entered into by and between the Board of Education of the City of Chicago (the "Board" or "District"), a body politic and corporate commonly known as the Chicago Public Schools (the "CPS") and Valdosta State University ("University").

RECITALS

A. WHEREAS, the University, as part of its ongoing instruction and preparation of students seeking certification in one or more of the following areas of specialization: social work, speech-language pathology, psychology, physical therapy, occupational therapy and nursing (each an "Area of Specialization"), offers classroom instruction and practicum experiences to those of its students who are in good academic standing and who otherwise satisfy University's requirements; and

B. WHEREAS, the University wishes the Board to assist the University by providing relevant, supervised practical learning opportunities and clinical experiences ("Internships") to University students who satisfy both the University's requirements and the "CPS Internship Program" requirements as described in this Agreement; and

C. WHEREAS, the Board is able to provide only a limited number Internships to qualified university students ("Participating Students" or "Interns") each year; and

D. WHEREAS, many different educational institutions seek Internships within the Chicago Public Schools and the Board has pre-qualified University to submit candidates for Internships in the Area(s) of Specialization identified in § 3.1 below (Areas of Specialization); and

E. WHEREAS, University understands and agrees that its students shall not be considered as Participating Students unless and until University signs this Agreement; and

F. WHEREAS, University further understands and agrees that signing this Agreement does not obligate the Board to solicit Participating Students from University and does not obligate the Board to grant any University student an Internship.

NOW THEREFORE, in consideration of these premises and of the mutual agreements set forth herein, University and the Board agree as follows:

TERMS AND CONDITIONS

1. INCORPORATION OF RECITALS: The matters recited above in "Recitals" are hereby incorporated into and made a part of this Agreement.

2. INITIAL TERM AND OPTIONS TO RENEW: This Agreement shall commence on the date first set forth above and shall continue until June 30, 2019 (hereinafter, the "Initial Term") unless the Agreement is terminated sooner as specified herein below. The Board and the University shall have two (2) options to renew this Agreement for consecutive periods of four (4) years each. Each such renewal shall be known as a "Renewal Term". Any and all such options to renew are subject to Board and University approval and must be documented in writing and signed by an authorized representative of University and by the Board's Chief Officer of Special Education and Supports.
3. UNDERLYING PROGRAM ASSUMPTIONS:

3.1 Approved Areas of Specialization.

The Board has pre-qualified University for the following Area of Specialization: Speech-Language Pathology.

Any and all changes to this pre-qualification must be approved by the CPS Chief Officer of Special Education and Supports and by the Members of the Chicago Board of Education; and such changes, if any, must be documented by a written amendment to this Agreement as described in § 9.13 herein below (Entire Agreement and Amendment).

3.2 The above-referenced pre-qualification is based upon University's submission to the Board's designated internship coordinator for each applicable Area of Specialization (the "CPS Liaisons") of a written description for each instructional program ("University Program") for which University may seek internship placements under this Agreement, and the Board's approval of such University Program(s).

Each description provided by the University must describe or otherwise address the following: (a) University's criteria for selecting students for the CPS Internship Program; (b) the desired length of each type of Internship and the minimum time commitment expected of each Intern; (c) the expected role of CPS students in the internship experience; (d) how the University shall provide supervisory support to its Interns, if any; and (e) what benefits, if any, the University shall provide to the CPS staff assigned to supervise and oversee the work performed by the Interns ("Primary Field Instructors" and "Secondary Field Instructors"). It is understood and agreed that if the written description provided by University fails to include any of the foregoing points, the University shall provide the missing information to the CPS Liaison within five (5) business days of executing this Agreement. It is further understood and agreed that the University must give the CPS Liaison prompt written notice of any and all material changes to the University Program, including but not limited to University staff changes and internship requirements. Any and all material changes must be approved by the CPS Chief Officer of Special Education and Supports; and they shall not take effect before the following semester or for a minimum of 90 calendar days from the date such Notice is received by the Board, whichever period of time is longer. Nothing herein shall limit the University's authority to develop and modify its curricula in a manner that it deems to be appropriate and consistent with all applicable laws and regulations governing the education of its students enrolled in the University programs.

3.3 Objectives and Methods. The University shall establish educational objectives for its University Program(s) (hereinafter, "Objectives"), the methods to be employed for achieving those Objectives (hereinafter, "Methods"), and the criteria for evaluating the Objectives and determining whether the Methods are effective. The University shall submit a copy of the Objectives and Methods to the CPS Liaison for review; and University agrees to make any reasonable modifications to the Objectives and Methods as may be mutually agreed by the parties. The current Objectives and Methods shall be memorialized in a dated writing, signed by an authorized representative of each party. This requirement for a signed and dated writing shall apply to all formal changes to the Objectives and Methods. For the purposes of this Section 3.3, the CPS Chief Officer of Special Education and Supports shall be the Board's designated signatory.

3.4 Non-discrimination. The parties agree to comply with all federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. The parties shall not engage in discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, handicap,
unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era.

3.5 Relationship of the Parties and Participating Student Status.

a. Relationship of the Parties - It is understood and agreed that the relationship of University to the Board is and shall continue to be that of an independent contractor; and neither University nor any of its employees or subcontractors shall be entitled to receive Board employee benefits. It is further understood and agreed that the Board shall not be responsible for, nor incur any liability for any state or federal withholding or other taxes or for FICA or state unemployment insurance for University or its employees or subcontractors; and the payment of any such taxes incurred or due by University shall be the sole responsibility of University. University agrees that neither University nor its employees or subcontractors shall represent themselves as employees or agents of the Board. University shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to a federal employer identification number.

b. Participating Student Status - The parties agree that while serving as Interns, the Participating Students shall have the status as learners and shall not replace the Board’s staff. Nothing in this Agreement shall be deemed to create an employer-employee relationship between a Participating Student and the Board. Participating Students shall not be considered employees of the Board for any purpose while participating in the Program; and they are not entitled to any compensation or benefits, including but not limited to the payment of any taxes related to employment, workers’ compensation or unemployment insurance.

3.6 Stipends. At its election, the Board may pay stipends to Participating Students in a particular Area of Specialization. Any and all such stipend payments shall be paid directly to the Participating Students and not to the University. The Board shall provide the University with the name of each Participating Student who is to receive a stipend and the amount thereof. Notwithstanding the foregoing, it is understood and agreed that the Board is not obligated to pay any stipends hereunder.

4. THE CPS INTERNSHIP PROGRAMS AND CANCELLATION OF INTERNSHIPS:

4.1 The CPS Internship Programs - Attached hereto and incorporated herein by reference as Exhibit A is a Scope of Services that describes each CPS Internship Program and the respective roles and responsibilities of the University, the Board and the Interns for each such Program. Section I of the Scope of Services (General Provisions Relating to All Areas of Specialization) describes the roles and responsibilities of the University, the Board and the Interns that are common to all Areas of Specialization (the "General Program Requirements"); and Section II (Provisions Relating to Specific Areas of Specialization) describes the roles and responsibilities that are specific to each Area of Specialization ("Area Specific Requirements"). For the purposes of this Agreement it is understood and agreed that only the General Program Requirements and the Area Specific Requirements pertaining to the University’s Area(s) of Specialization as designated in § 3.1 herein above, apply to University. Notwithstanding the foregoing, it is understood and agreed that if the University is subsequently pre-qualified under a different or an additional Area of Specialization, other Area Specific Requirements may apply.

4.2 Cancellation of Internships - In addition to canceling an Internship for any other reason specified in this Agreement (including exhibits and attachments), the parties hereto agree as follows:
a) The Board may cancel, by written notice to the University as specified herein below, the Internship of any Participating Student whose performance is unsatisfactory, or whose personal characteristics prevent desirable relationships within the assigned school or with the assigned students, or whose health status is a detriment to the Participating Student's successful completion of the Internship. Prior to any such cancellation, however, the CPS Liaison shall notify the University Liaison of the problem, consult with such person about the proposed action, and attempt to work out a mutually acceptable resolution which may include developing a Corrective Action Plan for the Participating Student.

b) Notwithstanding the foregoing, it is understood and agreed that the Board shall have the right to take immediate corrective action without prior notice to the University Liaison for any of the following reasons:

- any willful action or failure to act on the part of the Participating Student which affects the safety and/or welfare of CPS students or the Board staff; or
- any criminal conduct committed by the Participating Student; or
- any damage to the Board's property by the Participating Student; or
- any criminal or drug offense conviction by the Participating Student that would preclude the Participating Student from receiving certification in his or her Area of Specialization by the state of Illinois; or
- any illegal drug use by the Participating Student; or
- any violation by the Participating Student of the rules and policies of the Board and/or its schools; or
- any violation by the Participating Student of the Confidentiality and/or HIPPA obligations set forth in their Internship Participation Contract; or
- any failure on the Participating Student's part to meet the requirements of the Participating Student's Corrective Action Plan; if any, or
- any other failure of the Participating Student to cure any curable breach (as determined by the Board) of the terms and conditions of the Participating Student's Internship Participation Contract within five (5) business days of receiving written notice of such breach by the Board.

Examples of such corrective measures include, but are not limited to immediately terminating the Internship or ejecting the Participating Student from the school, or refusing to allow the Participating Student to enter onto Board property in the future.

In the event that the Board takes immediate corrective action pursuant to the provisions of this §4.2 (b), the Board shall notify the University Liaison of the action taken promptly thereafter. It is understood and agreed that the Board makes the final determination of what are the appropriate corrective measures for a Participating Student's inappropriate behavior, whether a cure period will be allowed for a particular type of breach, and whether or not a Participating Student's Internship is terminated.

5. LIABILITY AND INDEMNIFICATION

5.1 It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other arising out of or as a consequence of such other party's performance of this Agreement unless such liability is imposed by law; and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.
5.2 University agrees that no member of the Chicago Board of Education and no CPS employee, agent, officer or official shall be personally charged by University, its members if a joint venture, or any University students or subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to University, its members if a joint venture, or any University students or subcontractors.

5.3 To the extent permitted by law, the Board shall not be responsible or liable for any personal injury that a Participating Student may suffer while providing services to the Chicago Public Schools under this Agreement.

5.4. The Board shall not be responsible for any property of a Participating Student that is lost, stolen or damaged on the premises of the Board or any of its schools.

5.5 Nothing in this Agreement shall be construed to waive University's or the Board's sovereign immunity, if any.

5.6 The indemnification provisions of this §5 shall survive the termination or expiration of this Agreement.

6. INSURANCE

6.1 University hereby warrants and represents that it is insured or self-insured, and that it has and shall maintain during the term of this Agreement and any renewal thereof adequate coverage for all services being performed by University employees, its subcontractors, and/or Participating Students under this Agreement. If University is self-insured, coverage under such self insurance shall be at least as broad as would ordinarily be maintained in a commercial insurance policy.

6.2 The Board hereby warrants and represents that it is insured or self-insured, and that it has and shall maintain during the term of this Agreement and any renewal thereof adequate coverage for all services being performed by Board employees or its subcontractors under this Agreement. If the Board is self-insured, coverage under such self insurance shall be at least as broad as would ordinarily be maintained in a commercial insurance policy.

6.3 If University does not cover its Participating Students under the University's insurance or self-insurance plan, the University shall require Participating Students to procure and maintain a personal student professional liability insurance policy of at least One Million Dollars ($1,000,000.00) per occurrence or claim covering the acts of such student while participating in the CPS Internship Program at the Chicago Public Schools. University shall advise each Participating Student that s/he must provide proof of such insurance to the Board as a pre-condition of receiving an Internship placement. In the event that the required insurance coverage is not provided or is canceled, the Board shall have the right to terminate the Internship placement of the Participating Student.

7. NOTICE OF NON-RENEWAL AND TERMINATION OF THE AGREEMENT

7.1 Notice of Non-Renewal. In the event that the Board or University does not wish to renew the Agreement when the current term expires, such party must provide written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the current term. Such written notice shall be given as specified in §8 herein below (Notice).

7.2 Termination for Convenience. Subject to the provisions of §7.5 below, either party may terminate this Agreement for any reason by giving sixty (60) days written notice to the other. Such written notice shall be given as specified in §8 herein below (Notice).
7.3 Material Breach. It is understood and agreed that any failure by either party to comply with the provisions of any of the following Sections of this Agreement shall constitute a "Material Breach" subject to the provisions of § 7.4 herein below: §§ 6.1, 6.2, 9.1, 9.2, 9.4, 9.7 and 9.9. In addition, the failure by either party to substantially fulfill its performance obligations under this Agreement shall constitute a Material Breach.

7.4 Termination for Material Breach. Either party may terminate this Agreement for the other party's Material Breach if such Material Breach is not cured within ten (10) business days after receipt of notice given in accordance with the terms of this Agreement. Such written notice must specify the Material Breach. If the Material Breach cannot be reasonably cured within ten (10) business days after notice, the parties may agree upon an extension of time, but the granting of any such extension may be rescinded by the accusing party if the accused party fails to commence and continue diligent efforts to cure. Whether to declare the accused party in Material Breach is within the sole discretion of the accusing party. Written notification of a decision by the accusing party to terminate this Agreement shall be provided in accordance with the provisions of this Agreement and shall be final upon the other party's receipt of such notice.

7.5 Notwithstanding the provisions of §§ 7.2 and 7.4 above, Participating Students placed in the Chicago Public Schools at the time the notice of termination or the notice of non-renewal is given, shall be allowed to complete their current Internship placements unless their Internships are terminated pursuant to §4.2 herein above (Cancellation of Internship).

8. NOTICES. All notices required herein shall be in writing and shall be sent (a) via registered or certified mail return receipt requested, (b) by confirmed facsimile (followed by the actual document), (c) or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below, or to such other addresses as may be designated by a party in writing.

IF TO THE BOARD:

Originals:

The Chicago Public Schools
Office of Special Education and Supports
42 West Madison Street
Chicago, IL 60602
Attn: Chief Officer of Special Education and Supports

Copy:

General Counsel
The Chicago Board of Education
Law Department
One North Dearborn, Suite 900
Chicago, IL 60602
Fax: 773/553-1701

IF TO THE UNIVERSITY:

Original Notices:

Valdosta State University
1500 N. Patterson St
Valdosta, GA 31698
Attn: Becky Wetherington
Email: rjwetherington@valdosta.edu

Copy:


9. GENERAL PROVISIONS

9.1 Compliance with Laws. Each party to this Agreement represents that it shall comply with all applicable laws, rules, regulations and executive orders that are in effect from time to
time that pertain to or affect the CPS Internship Program. In particular, but not by way of
limitation, no Party shall violate, or act or fail to act so as to cause the other party or a third
party to violate the following as applicable: the State of Illinois Discrimination Laws (775
ILCS 5/1-101 et seq.), the Drug Free Workplace Act (30 ILCS 580/1 et seq.), and the Illinois
Student Records Act, as amended from time to time. In addition, each party shall take all
measures necessary to ensure the confidentiality of any and all information in its
possession regarding CPS Students; and each party shall at all times comply with the
Administrative Simplification requirements of the Health Insurance Portability and
Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code
of Federal Regulations (the "CFR"). In the event of conflicting terms or conditions between
HIPAA and this Agreement, the provisions of HIPAA shall control. Each party to this
Agreement shall advise its employees and subcontractors (and University shall advise its
Participating Students) that they are subject to the provisions of this Section. It is
understood and agreed that the provisions of this §9.1 shall survive the expiration or
termination of this Agreement.

9.2 Ownership. All written reports, test protocols, progress notes, evaluations, attendance
logs, service logs, records, documents, deliverables, collected data regarding CPS
students and/or staff, and the analyses of such data, and all other materials prepared by
Participating Students in the course of providing services to CPS students during their
Internships as well as all records, reports, documents, deliverables and other materials
containing Confidential Information, as defined in §8.4 herein below and prepared or
generated as a result of this Agreement, whether in electronic or hard copy format, shall at
all times be and remain the property of the Board.

Participating Students shall deliver all of the above items to their CPS Primary Field
Instructor or to the CPS Liaison, as directed, upon demand at any time; and if no demand
is made, they shall promptly deliver such items to their CPS Primary Field Instructor (or the
CPS Liaison) upon the expiration or cancellation of their Internship.

The provisions of this Section shall survive the expiration or termination of this Agreement
and University shall advise its employees, independent contractors and the Participating
Students that they are subject to the provisions contained herein.

9.3 Choice of Law and Venue. This Agreement is to be governed and construed in
accordance with the laws of the State of Illinois. For venue purposes, it is deemed that all
obligations of the parties created hereunder are performed in Cook County, Illinois. The
provisions of this Section shall survive the termination or expiration of this Agreement.

9.4 Confidential Information. During the Initial Term of this Agreement and during any
Renewal Term, each party may receive or have access to certain information that is not
generally known by others relating to the other party or to its staff, subcontractors, students
or business, and which the other deems to be proprietary (hereinafter "Confidential
Information"). Such Confidential Information shall include, but shall not be limited to any
records, reports, or documents or deliverables prepared or generated as a result of this
Agreement, technical data, trade secrets or know-how, research, software, processes,
designs, financial information, Participating Student and CPS student data, school data, or
other business information disclosed by the other party directly or indirectly, orally or in
writing. Except where disclosure is required by law, each party shall:

a) Restrict disclosure of the Confidential Information solely to those Interns and those
of its employees and subcontractors with a need to know, and shall not disclose
such Confidential Information to third parties without the express permission of the
Board or University, as applicable; and
b) Advise its employees and subcontractors, and University also shall advise the Participating Students, that such individuals are subject to the Confidentiality, FERPA and HIPAA provisions contained in this Agreement; and

c) Use and require employees, Interns and subcontractors to use the same degree of care to protect the Confidential Information as the receiving party employs with its own proprietary information.

d) Notwithstanding anything to the contrary in the above, neither party shall have any obligation to preserve the confidentiality of any Confidential Information provided by the other party, if such Confidential Information:

i) was previously known to such party free of any obligation to keep it confidential, or

ii) is or becomes publicly available by other than unauthorized disclosure, or

iii) is disclosed to third parties by the owner without restriction, or

iv) is received from a third party whose disclosure would not violate any confidentiality obligation.

It is further understood and agreed that the provisions of this Section shall survive the expiration or termination of this Agreement.

Notwithstanding the foregoing, it is understood and agreed that the foregoing exceptions and limitations, shall not apply to Confidential Information that is protected under State of Illinois, Federal or Local laws.

9.5  Applicability of FERPA. In addition to the confidentiality provisions stated in §9.4 herein above, University and the Board acknowledge that certain information concerning the Participating Students and CPS students, whether pre-existing or created by the Board, University, or the Participating Students, is confidential by reason of University or Board policy, or the Family and Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g), hereinafter, "FERPA", otherwise known as the Buckley Amendment, or by the Illinois Student Records Act (105 ILCS 10/1 et seq.), as amended from time to time. Both parties shall protect these records in accordance with state and Federal law and University or Board policy, as applicable. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

It is further understood and agreed that the provisions of this Section shall survive the expiration or termination of this Agreement; and each party hereto shall advise its employees independent contractors, and University shall advise the Participating Students that such individuals are subject to the provisions contained herein.

9.6  Conflict of Interest. This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to former Board members within a one-year period following the expiration or other termination of their office.

9.7  Waiver. No delay or omission by either Party to exercise any right hereunder shall be construed as a waiver of any such right and the each Party reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

9.8  Ethics. Each Party agrees to be bound by the provisions of its own Ethics Policy. University further agrees that it shall not provide to any CPS Field Instructor nor to any CPS Liaison honorariums or gifts in violation of the Board’s Ethics Code adopted May 25, 2011 (11-
9.9 **Inspector General.** Each Party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations to the extent provided by law.

9.10 **Unenforceability.** If any provision or part of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperable to the extent it is deemed unenforceable. In all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

9.11 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld if the assignment is in the context of a merger between a party and an affiliated entity of such party provided, however, that the obligations of such party under this Agreement shall not be extinguished or otherwise affected by any such assignment.

9.12 **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9.13 **Entire Agreement and Amendment.** This document and its exhibits, attachments and incorporated references, shall constitute the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement. No modification, extension, or waiver of this Agreement or any provision thereof shall be binding upon either the Board or the University unless reduced to writing and duly executed by both parties.

9.14 **Approval and Authorization.** This Agreement is subject to the approval of the Members of the Chicago Board of Education and the University. The persons signing this Agreement represent and warrant that they have authority to bind their respective parties as of the date first set forth above.

9.15 **Counterparts and Facsimiles.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. This Agreement shall be considered accepted once it has been executed by both parties. A signature delivered by facsimile or electronic means considered binding for both parties.

9.16 **Freedom of Information Act.** University acknowledges that this Agreement and all documents submitted to the Board related to this Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1), as amended from time to time, and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.40.
IN WITNESS WHEREOF, the parties hereto have executed this Clinical Internship Agreement as of the dates set forth below.

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By:  
David J. Vitale, President
Date:  7/15/15

Attested:  
Estela G. Beltran, Secretary
Date:  7/15/15

Board Report #15-0527-EX35-63

Approved as to legal form:  
James L. Bebley, General Counsel

Valdosta State University

By:  
Title:  Interim Dean COEMS
Attest:  Beatrice Witherington
Date:  4/24/15

Table of Exhibits and Attachments:
Exhibit A - Scope of Services
Exhibit A - Clinical Internship Agreement

SCOPE OF SERVICES
(Valdosta State University)

In accordance with the provisions of that Chicago Public Schools Clinical Internship Agreement (the "Agreement") by and between VALDOSTA STATE UNIVERSITY and The Board of Education of the City of Chicago, commonly known as the Chicago Public Schools ("the Board" or "CPS"), the Board and University shall provide services and deliverables relating to the following Area(s) of Specialization: Speech-Language Pathology.

Defined terms used herein shall have the same meanings as those ascribed to such terms in the Agreement.

I. GENERAL PROVISIONS RELATING TO ALL AREAS OF SPECIALIZATION

A. UNIVERSITY RESPONSIBILITIES

1. Intern Recruitment and Screening - University shall recruit, screen and refer that number of qualified candidates requested by the Board’s Office of Special Education and Supports for each Area of Specialization. University shall submit such referrals to the CPS Liaison for each applicable Area of Specialization. University shall provide the name and contact information for each Intern candidate. The Board and the University agree that requests for Internship placements shall be made only for those Participating Students who have met the CPS and University selection requirements for the above-designated Area(s) of Specialization and who have satisfactorily completed the prerequisite didactic portion of the University curriculum that is applicable to the CPS Internship Programs and the designated Area of Specialization.

2. Classroom Instruction - University shall provide the basic preparation of the Participating Students through classroom instruction and practice; and shall provide the educational direction for the CPS Internship Programs.

3. Staffing and the Roles and Responsibilities of the University Liaison

   a. Staffing - University shall designate a qualified University employee with field experience in the designated Area of Specialization to serve as the "University Liaison" for the CPS Internship Program(s). The University Liaison(s) for the 2014-2015 school year is/are listed below. University shall give the area-specific CPS Liaison prompt written notice of any and all staffing changes relating to the CPS Internship Program. If the University wishes to replace the designated University Liaison(s), such replacement(s) must be certified by the University’s home state in the applicable Area of Specialization and must have previous experience supervising clinical internship programs.

   b. Roles and Responsibilities of the University Liaisons - In addition to the area-specific roles and responsibilities of the University Liaisons described herein below, the roles and responsibilities pertaining to all University Liaisons shall include, but not be limited to the following:
i) Communication - Establish and maintain communication with CPS Primary Field Instructors and the CPS Liaisons on items pertinent to the applicable CPS Internship Program; and advise the CPS Liaison of any changes in University personnel, operations, or policies that may affect the CPS Internship Program or an individual Internship.

ii) Intern Scheduling - Work with the CPS Primary Field Instructors and the CPS Liaison(s) to schedule internship assignments. At a minimum, University Liaisons shall provide the names of the Interns, their days and hours of availability, their levels of academic preparation, and the duration and dates of their individual Internship Programs. The specifics of each internship assignment shall be documented in writing and signed by the University Liaison and by the CPS Liaison or designee. Notwithstanding the foregoing, it is understood and agreed that the Board retains the right to determine the number of Intern slots, and has final authority regarding the selection and placement of candidates from the pool presented by the University.

iii) Records Checks - Advise its Intern Candidates as follows:

- They must submit to a fingerprint based, criminal history records check as authorized by the Illinois School Code [105 ILCS 5/34-18.5] and pursuant to the requirements set forth in the CPS Registration Packet, which may be amended from time to time, for employees and contractors, a check of the Statewide Sex Offender Database, as maintained by the Illinois Department of State Police in accordance with the Sex Offender and Child Murderer Community Notification Law [730 ILCS 152/115], as authorized by the Sex Offender Registration Act (730 ILCS 150/1, et seq), and a check of the Statewide Child Murderer and Violent Offender Against Youth Database, as maintained by the Illinois Department of State Police in accordance with the Violent Offender Against Youth Registration Act [730 ILCS 154/1, et seq], (collectively, "Records Checks").

- Intern Candidates who have Records Checks conducted by the Board must pay for their own Records Checks. They should contact the OSES Clinical and Related Services Director or their designee at (773) 553-1478 and refer to the CPS Registration Packet, as may be amended from time to time, for further instructions regarding Records Checks conducted by the Board. If the Board conducts the Records Checks, the Intern Candidate must sign a written consent that authorizes the Board to transmit the results of such Records Checks to their University.

iv) Certification of Freedom from Tuberculosis - Advise its Intern Candidates that they must submit proof, using the designated form included in the CPS Registration Packet, that they do not have tuberculosis, as evidenced by a TB test, or a chest x-ray. Also advise them that they are responsible for complying with the requirements set for in the CPS Registration Packet, which may be amended from time to time, which includes obtaining and paying for their own TB tests and/or chest x-rays.
v) Advise its Intern Candidates that the Board may use any of the following in making the decision whether to give them a Placement or not: i) the availability of Internship Placements in their Area of Specialization; ii) Records Check results; iii) TB Test (or X-ray) results; and iv) receipt of the Intern Candidate’s signed Internship Participation Contract.

vi) Clinical Registration Packets - Advise Intern Candidates that they must execute all documents included in the CPS Clinical Registration Packet, as may be amended from time to time.

vii) Submission Instructions - Advise Intern Candidates that they must submit their completed Clinical Registration Packet and their completed Certification of Freedom from Tuberculosis to the CPS Liaison in the Intern Candidate's Area of Specialization.

Chicago Public Schools
Office of Special Education and Supports
Clinical and Related Services
42 W. Madison, 3rd St.
Chicago, IL 60602

Attn: [Give the Intern Candidate the name of the applicable CPS Liaison.]

4. Evaluation Forms. University shall prepare a Performance Evaluation Form ("Evaluation Form") that CPS Primary Field Instructors shall use to evaluate their assigned Interns and provide electronic copies of such forms to the designated CPS Liaison. It is understood and agreed that the CPS Liaison for each Area of Specialization must approve this Evaluation Form prior to its being used by the CPS Field Instructors for that Area of Specialization.

5. Training for CPS Field Instructors. During each year of the Initial Term and each year of the Renewal Term, if any, University shall conduct a workshop/seminar on field instruction for all CPS Field Instructors who provide supervision to University Interns under the Agreement. Notwithstanding the foregoing, it is understood and agreed that the training requirement found in this Paragraph shall not apply to University if it only provides OT and/or PT Interns to the Board hereunder.

6. Library Privileges. Throughout each school year, University shall give University library privileges to those CPS Field Instructors who supervise one or more University Interns during that year.

7. Intern Supervisory Support. Conduct at least one (1) site visit for each Intern during such Intern's assigned school year and they shall provide technical assistance to the Interns and their assigned CPS supervisors ("Field Instructors") to help them achieve the learning goals set by the Interns, their University, and the Board's Chief Officer of Special Education and Supports or her designee. Notwithstanding the foregoing, it is understood and agreed that this (1) site visit requirement shall not apply to University if University only provides OT and/or PT Interns to the Board hereunder.

B. BOARD RESPONSIBILITIES

1. Staffing
a. **CPS Liaison** - The Board shall designate a liaison (hereinafter, "CPS Liaison") to oversee the operation of the Internship Program for each Area of Specialization and such persons shall be the University's primary contact regarding the Internship Program for that Area of Specialization.

b. **CPS Primary Field Instructors** - The Board shall assign a member of its staff having a State of Illinois license in the applicable Area of Specialization to serve as the primary field instructor (hereinafter, "CPS Primary Field Instructor") for each Intern. Upon mutual agreement of the parties, the Board may assign additional, qualified members of its staff to assist the CPS Primary Field Instructor in instructing and supervising Interns. Such persons shall be referred to as "CPS Secondary Field Instructors". All CPS staff members assigned to instruct and supervise University Interns shall be subject to the approval of the University. It is understood and agreed that such approvals shall not be unreasonably withheld.

c. **Changes in CPS Primary Field Instructor Assignments**. If the University wishes the CPS to change the assignment of an Intern to a particular CPS Primary Field Instructor, the University shall give the CPS Liaison a written request for such reassignment that includes the reasons for such request; and shall discuss such request with the CPS Liaison. The CPS Liaison shall consult with others at the CPS as appropriate, and shall advise the University Liaison in writing of the final disposition of the request. If the CPS considers the request for reassignment to be reasonable, the CPS Liaison shall use reasonable efforts to assign the Intern to a different CPS Primary Field Instructor, but the CPS cannot guarantee that a reassignment shall be possible and the CPS shall have the right to terminate the subject Internship.

If the Board wishes to change the assignment of an Intern to a different CPS Primary Field Instructor, the Board shall give the CPS Liaison a written request for such reassignment that includes the reasons for such request; and shall discuss such request with the University Liaison.

2. **Intern Instruction and Supervision**

a. The Board shall at all times be and remain responsible for the services being provided to CPS students. Any direct contact between an Intern and a CPS student shall be under the proximate supervision of the Intern's assigned CPS Field Instructor. The type and quantity of direct services to be provided by Interns to CPS students shall be discussed by the CPS Liaison and the University Liaison for the subject Area of Specialization, but the decision of the CPS Liaison shall be final.

b. **CPS Primary Field Instructor Responsibilities** - CPS Primary Field Instructors shall do the following and they may assign such task to the CPS Secondary Field Instructor if such task is designated as being 'assignable':

i) Instruct and supervise their assigned Interns. (Assignable)

ii) Hold weekly, 1-hour conferences with each assigned Intern. (Assignable)
ii) Promptly advise the CPS Liaison and the University Liaison if an Intern endangers or appears to endanger the emotional or physical welfare of any CPS student, employee, or visitor.

iv) Promptly advise the CPS Liaison and the University Liaison of any serious Intern performance issue that could negatively impact the Intern’s ability to achieve the Objectives of the Internship Program. If the CPS Liaison determines that the Intern is not endangering the emotional or physical welfare of any CPS student, employee, or visitor, the CPS Primary Field Instructor shall work with the CPS Liaison and the University Liaison to develop a corrective action plan (hereinafter, “Corrective Action Plan”); and the CPS Primary Field Instructor shall work with the University Liaison and the Intern to implement that Corrective Action Plan.

It is understood and agreed that the CPS Liaison shall have final authority with respect to approving or rejecting a Corrective Action Plan.

v) Performance Evaluations. Prepare formal written performance evaluations for each assigned Intern at the end of each semester of the Intern’s Internship using Evaluation Forms provided by University in accordance with the provisions of Section I (D) herein above; and submit these evaluations to the CPS Liaison or the University Liaison as agreed upon by the parties hereto. University shall give the CPS Liaison copies of all completed Evaluation Forms.

3. Intern Screening and Scheduling.
   a. The CPS shall conduct a fingerprint-based criminal history records check and shall check the Statewide Sex Offender Database, as set forth in Section I (A) (2) (c) (iii) herein above.
   b. Using information provided by the University, the CPS Liaison shall work with the University Liaison to schedule Interns.

4. CPS Program Support - CPS shall support the Internship Program by doing the following:
   a. Giving the CPS Primary Field Instructor time to plan and implement the Internship Program including, when feasible and when approved by the CPS Liaison and the CPS Primary Field Instructor’s school principal, giving them time to attend relevant meetings and conferences at the University.
   b. Providing the physical facilities and equipment reasonably necessary to conduct the Internship Program.
   c. Advising the University Liaison of any changes in CPS personnel, operations, or policies that may affect the Internship Program or an individual Internship.
   d. Notifying the University Liaison of the number of Intern slots that it has available for University’s students.
e. Giving Interns reasonable access to the school’s library facilities and reasonable study and storage space, when available.

f. Giving Interns a copy of the relevant CPS rules, regulations and policies with which they must comply.

C. INTERN RESPONSIBILITIES

1. Interns must provide their own transportation to and from the Board and their assigned school.

2. Interns must carry personal identification and wear any Board-supplied identification at all times when they are on CPS property.

3. Insurance Coverage:

   i) Professional Liability - As specified in Section 6.3 of the Agreement, if University does not cover its Interns under the University’s insurance or self-insurance plan, the University shall require the Interns to procure and maintain a personal student professional liability insurance policy of at least One Million Dollars ($1,000,000.00) per occurrence or claim covering the acts of such Intern while participating in the CPS Internship Program at the Chicago Public Schools. University shall advise each Intern that s/he must provide proof of such insurance to the Board as a pre-condition of receiving an Internship placement. In the event that the required insurance coverage is not provided or is canceled, the Board shall have the right to terminate the Internship placement.

   ii) Health Coverage - Interns must maintain health insurance coverage during their Internship.

4. Satisfy the Participating Student obligations Specified in Section 1 (A) (3) of this Scope of Services.

5. Interns must adhere to their assigned schedules and, as directed by their CPS Primary Field Instructor and their University Supervisor, must notify CPS and University if they shall be absent or if they require a schedule changes.

6. Interns must attend and participate in administrative meetings and professional development opportunities as directed by the CPS Liaison or his/her designee. It is understood and agreed that these activities shall occur during the Intern’s regularly scheduled time at the assigned Chicago Public School.

7. Interns must comply with all CPS requirements regarding research involving CPS students and the publication of materials based on their Internships and their interactions with CPS students. Such requirements include but are not limited to i) obtaining any and all necessary CPS and University pre-approvals for a research project; and ii) submitting to the University Liaison and to the CPS Liaison, for such persons’ prior written approval, a preview copy of any and all materials that they wish to publish when such materials relate to their Internship and/or to CPS students. Under no circumstances shall an Intern identify any CPS student or Board employee or subcontractor by name in a case study or in any published work.
8. Interns must comply with the provisions of Section 8.2 (Ownership), Section 8.4 (Confidential Information), and Section 8.5 (Applicability of FERPA) of the Agreement and with any and all State and Federal laws, and Board Policies and Rules that relate to the disclosure of student information under the Illinois Student Records Act and HIPAA.

9. Interns must not transport any CPS student by car or otherwise, under any circumstances.

II. PROVISIONS RELATING TO SPECIFIC AREAS OF SPECIALIZATION

A. Social Work – intentionally deleted.

B. Occupational Therapy – intentionally deleted.

C. Speech-Language Pathology:

1. Service Requirements - Each Speech-Language Intern shall provide supervised speech and language services to CPS students during the intern’s designated internship period. The actual number of service hours required of an Intern shall be established by mutual agreement between the Chicago Public Schools and University. It is understood and agreed that University and its placed Interns may be asked to collaborate with CPS on various research studies.

2. Deliverables - This Area of Specialization does not require any deliverables other than those specified above under “General Provisions Relating to All Areas of Specialization”.

3. Contact Information

CPS Liaison: Christine Sobieszczyk, Phone: (773) 553-6650 E-Mail: cnsobieszczyk@cps.edu

University Liaison: ____________________________ (Print name and title.)

Phone: ____________________________ E-Mail: ____________________________

4. Outcomes - Speech-Language Interns shall complete the Internship requirements established by their Universities.

D. Physical Therapy – intentionally deleted.

E. Psychology – intentionally deleted.

F. Nursing – intentionally deleted.

G. Audiology – intentionally deleted.

H. Psychiatry – intentionally deleted.