

PRACTICUM AFFILIATION AGREEMENT WITH UA COLLEGE OF EDUCATION

This Agreement is entered into by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, a public corporation of the State of Alabama, by and on behalf of its member institution, The UNIVERSITY OF ALABAMA, and specifically its COLLEGE OF EDUCATION (hereinafter referred to as "University"), and (_____) ("Agency").

WITNESSETH:

WHEREAS, the University's College of Education is engaged in the higher education and training of students and/or school psychologists and utilizes schools and other community facilities to provide practicum experience for such students; and

WHEREAS, Agency has available facilities well suited for providing practicum training and experience for students and/or school psychologists; and

WHEREAS, the parties desire a cooperative relationship that will promote the education of students and/or school psychologists by allowing them to gain practical experience;

NOW, THEREFORE, University and Agency, in consideration of the mutual benefits to be attained by both and the mutual promises herein, do hereby agree each with the other to participate in a cooperative program of instruction ("Program") whereby the Agency will accept students from the University for supervised learning experiences in the services of Agency's students as follows:

1. Mutual Responsibilities:

- 1.1 **Designated Personnel.** University and Agency will designate and submit to the other the name of the person to be responsible for coordination of the Program on its behalf and will notify the other of any change or proposed change in such designated personnel.
- 1.2 **Agreement on Program Details.** Prior to the commencement of the Program, University and Agency shall mutually arrange and agree upon the number of students to be assigned to the program, their schedules, the learning resources to be utilized, and the dates of practicum experiences.
- 1.3 **Information on Students.** Prior to the commencement date of the Program, University shall provide to Agency the name of each participating student (hereinafter referred to individually as "Student" and collectively as "Students") and any additional information reasonably required by Agency.
- 1.4 **Confidentiality of Student Information.** University agrees that for purposes of Family Educational Rights and Privacy Act (FERPA), Agency will be considered a University official with a legitimate educational reason to have access to limited personally identifiable information from Student records. University agrees to provide authorized representatives of Agency limited personally identifiable information about Student that is reasonably necessary for participation in the educational practicum experience. No other information from Student's education record will be provided unless Agency provides a written consent from the Student to the release of

such information, and/or Agency otherwise establishes to University's satisfaction that the need for such information is related to the educational practicum experience or the release of such information is in compliance with FERPA. Agency agrees that it will not further disclose personally identifiable information about any Student that it receives from University pursuant to this Agreement, unless the Student consents in writing to such disclosure or unless Agency can otherwise legally disclose the information under FERPA. In consideration for the personally identifiable information, Agency expressly warrants and represents that it will not use the Student information provided by the University for any purpose other than to comply with the terms of its Agreement with University.

1.5 **Non-Discrimination.** In compliance with federal law and University policy, including but not limited to the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and 1975 and the Americans with Disabilities Act of 1990, ADA Amendments Act of 2008, and Title VI of the Civil Rights Act of 1964, each party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, military service, veteran status, sexual orientation, or any other class protected by law or regulation in either the selection of Students for participation in the Program or as to any aspect of the educational practicum experience; 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 Program.

1.6 **Cooperation in Investigating Claims.** The parties agree to notify each other as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in liability or claim of liability to the other party. Further, Agency and University shall have the right to investigate any incident or occurrence and the parties shall cooperate with one another in the conduct of such investigation.

2. Responsibilities of the University:

2.1 **Student Eligibility.** To be responsible, in coordination with Agency, for the assignment of Students and the planning of the Program. Students assigned shall only be those who meet the criteria for eligibility as established by the University and approved by Agency, and no Student shall be assigned to Agency without prior consent of University.

2.2 **Accreditation.** To develop and coordinate the Program in accordance with accepted standards for national accreditation.

2.3 **Faculty.** To provide qualified faculty members who will evaluate the experience of Students.

2.4 **Student Evaluation.** To establish the student's learning objectives and criteria for evaluating the quality of Student performance in the Program.

- 2.5 **Require Students to Adhere to Agency Rules/Policies/Laws.** To inform Students that they will be expected to comply with the applicable policies, procedures, rules, and regulations of Agency and University, including, but not limited to, the rules of student/client confidentiality, and the procedures relating to student/client record documentation. University agrees to advise all participating Students of the importance of complying with all relevant state and federal confidentiality laws, including FERPA.
- 2.6 **Student Use of Agency Information.** To inform Students and University faculty that they must not submit for publication any material relating to the educational practicum experience without prior written approval of University and Agency. University and Agency acknowledge that Students and faculty may use clients' information for educational purposes at Agency and at University, provided such information is appropriately de-identified (per FERPA and HIPAA guidelines) so as to remove all data that may be used to connect such information back to the client to whom it relates, or provided Agency otherwise gives written permission.
- 2.7 **Background Verifications.** To inform Students, prior to coming to Agency, that they must meet Agency's requirements for background screens. Student shall provide a copy of the completed background check to Agency upon request prior to the commencement of any practicum experience in the Agency. The Agency reserves the right to allow students to participate in the Program based on background screen results.
- 2.8 **Insurance.** To maintain in effect during the term hereof a self-insured and self-funded Comprehensive General Liability Trust Fund that provides malpractice liability coverage with a limit of \$1,000,000 per claim/occurrence and \$3,000,000 aggregate to its Students and faculty while they are acting within the scope of their approved assignments at Agency and will provide Agency with appropriate evidence whereof upon written request.
- 2.9 **Withdrawal of Students.** To withdraw a Student whose progress, conduct, or work does not meet the standards of its Program. Final academic action regarding the Student is the responsibility of University.
- 3. Responsibilities of the Agency**
- 3.1 **Supervised Experience.** To provide Students accepted into this program access to a planned, supervised program of educational practicum experiences.
- 3.2 **Staff Supervision.** To provide designated staff members to facilitate Students' practicum experiences. Specifically, Agency agrees to provide to Students, at least 2 hours weekly, individual, face-to-face field-based supervision with structured mentoring focused on the student's attainment of competences.
- 3.3 **Credentials of Direct Supervisor.** For Students in the UA School Psychology Program or the UA Counselor Education Program, to provide a credentialed staff member to serve as the direct

supervisor for the Student(s). Said direct supervisor must hold at least a state credential or state licensure in the area of supervision.

- 3.4 **Access to Training and Facilities.** To make available areas for Student training, including necessary and appropriate supplies for administering training; adequate space and facilities for practicum instruction; a reasonable amount of storage space for personal effects of participating Students and faculty; faculty/Student access to the Agency dining facilities at the faculty/Students' own expense, and, in general, to provide an environment that will permit Students participating in the Program to gain practicum experience.
- 3.5 **Appropriate Staffing Levels.** To maintain a sufficient number of support staff to carry out normal service functions, so Students will not be performing in lieu of staff, and to ensure that activities of Students shall be solely of an educational nature.
- 3.6 **Accreditation Inspections.** To permit, upon reasonable request, University and/or agencies charged with the responsibility for accreditation of University's curriculum, to inspect its practicum facilities, the services available for the practicum experiences, and any other items pertaining to the Program, solely for the purpose of University meeting accreditation requirements.
- 3.7 **Orientation and Training.** To provide University Students and faculty involved in the Program with training/orientation including, but not limited to, fire and emergency response plans and Agency's policies and procedures and applicable state and federal laws and regulations related to confidentiality of individually identifiable information of Agency's students.
- 3.8 **Reporting Channels.** To provide training and information to Students immediately upon or before the start of the Program about Agency's policies and procedures addressing all forms of harassment, discrimination and retaliation, including information on how to report potential harassment, discrimination or retaliation.
- 3.9 **Emergency Medical Treatment.** To provide the same emergency health care or first aid to Students as that extended to Agency's employees for injury or illness while fulfilling activities of the Agency.
- 3.10 **Removal of Students.** To immediately remove a Student from its premises for behavior that Agency deems to be an immediate threat or danger to Agency's students, staff members, visitors, other Students, or to the quality of school psychology services or unprofessional behavior, including but not limited to a breach of FERPA policies or procedures. In such an event, Agency shall notify University in writing of its actions and the reasons for its actions as soon as practicable.
- 3.11 **Withdrawal of Students.** To request University to withdraw or dismiss a Student from the Program at Agency when their practicum performance is unsatisfactory to Agency or their behavior, in Agency's discretion, is disruptive or detrimental to Agency and/or its students. The

University agrees to immediately remove a student from assignment at the Agency upon Agency's request, after Agency reasonably has determined that such removal is of urgent necessity. Agency will discuss each particular situation with University's Program Coordinator, prior to requesting removal unless emergency circumstances preclude such discussion. Subject to the provisions of Subsection 3.11 above, it is understood that only the University can dismiss the Student from the Program at Agency.

4. Other Agreements

- 4.1 **Immunity.** It is hereby stipulated and agreed between Agency and University that with respect to any claim or action arising out of any activities performed under or pursuant to this Agreement, such claim or action shall be governed by applicable Federal and State law with respect to governmental liability and immunity. University, a division of The Board of Trustees of The University of Alabama, a public corporation of the State of Alabama entitled to state immunity, cannot waive immunity conferred by Ala. Const. Art. I § 14.
- 4.2 **Independent Contractors.** The parties agree that at all times they shall be considered independent contractors and shall not be considered employees or agents of the other for any purpose.
- 4.3 **Status of Students and Faculty.** The Students and faculty participating in the program shall in no event become or be deemed to be employees, servants, or agents of Agency. As such, they shall not be entitled to monetary compensation or to employee benefits, including worker's compensation benefits. Nor shall any person on the staff or administration of Agency become nor be deemed to be an employee, servant, or agent of the University.
- 4.4 **Authority to Execute.** The undersigned individuals represent and warrant that they are fully authorized to execute this Agreement on behalf of the respective parties.
- 4.5 **Assignment.** University and Agency agree and acknowledge that they may not assign or transfer any rights, duties, or obligations under this agreement, in whole or in part, to any third party and/or that they may not delegate responsibility for performance under this Agreement.
- 4.6 **Publicity.** Neither University nor Agency shall cause to be published or disseminated any advertising materials that identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 4.7 **Third Party Interest/Liability.** This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers, or interests in any third party. Agency and/or University, including any of their respective officers, directors, employees, or agents, shall not be liable to third parties by any act or omission of the other party.
- 4.8 **Headings.** The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provisions of this Agreement.

- 4.9 **Non-exclusivity.** Each party shall have the right to enter into similar agreements with other parties.
- 4.10 **Waiver.** No waiver of any default under this Agreement or under any agreement or document executed in connection herewith shall constitute or operate as a waiver of any subsequent default, and no delay, failure or omission in exercising or enforcing any right, privilege or option hereunder or thereunder shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any other right, privilege or option. Failure by a party to enforce any of the terms, covenants or conditions of this Agreement for any length of time or from time to time shall not be deemed to waive or decrease the rights of such party to insist thereafter upon strict performance of the other party.
- 4.11 **Severability.** If any part of this Agreement should be held to be void or unenforceable, such part shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.
- 4.12 **Notices.** All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other addresses as either party may specify in writing to the other party:

To University: University of Alabama
 College of Education
 Box 870231
 Tuscaloosa, AL 35487
 Attn: Office of Clinical Experiences

To Agency: _____

- 4.13 **Governing Law.** This contract and agreement shall be construed in accordance with the laws of the State of Alabama, and any claim against the University under the terms and conditions of this agreement must be made through the Alabama State Board of Adjustment.

5. Terms of Agreement

- 5.1 **Entire Agreement.** It is expressly agreed that this written statement embodies the entire agreement of the parties relating this affiliation, and no other agreements exist between the parties except as herein expressly set forth.

- 5.2 **Amendments.** This agreement may be modified by mutual consent at any time, provided that any changes or modifications must be in writing and be signed by both parties.
- 5.3 **Renewal.** This Agreement shall become effective upon execution by both parties, and shall be automatically renewed at the beginning of each academic year thereafter unless either party notifies the other in writing of their intent to terminate the agreement.
- 5.4 **Termination.** In the event that either party desires to terminate the agreement, a minimum of three (3) months' written notice of intent to terminate is required. Both parties agree, however, that no cancellation or termination of the Agreement shall interrupt or interfere with any student currently in this Program at Agency, and such student shall be given a reasonable opportunity to complete the Program at Agency, even after termination of the agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

Agency

By _____
 County _____
 Name _____
 Title _____
 Date _____

The Board of Trustees of The University of Alabama, by and on behalf of The University of Alabama, College of Education

By _____
 Name: Liza Wilson
 Title: Dean
 The University of Alabama College of Education
 Date _____

The Board of Trustees of The University of Alabama

By _____
 Name: Adam Tate
 Title: Executive Director of Finance
 Date _____