

Department of Communication Sciences and Disorders Speech and Hearing Clinic The Pennsylvania State University 308 Ford Building University Park, PA 16802-3100 Clinic: (814) 865-5414 Voice/TDD Department: (814) 865-0971 Fax: (814) 863-3759

MEMORANDUM OF AGREEMENT ESTABLISHING A COMMUNICATION SCIENCES AND DISORDERS AFFILIATION AGREEMENT

This Agreement is between the Pennsylvania State University, hereinafter called UNIVERSITY, and The Warren County School District, hereinafter called DISTRICT.

This Agreement will be effective as of the date of last signature for the year commencing January 1 and ending December 31. Renewal of this Agreement will be automatic each year unless either Party submits written notification to the other of its intention not to renew; said notice must be given at least thirty days prior to the expiration of the Agreement.

The Parties desire to engage in the clinical education of Communication Sciences and Disorders graduate students, and thereby to promote excellence in client care and education and contribute to the professional growth, development, and competence of graduate students in the Department of Communication Sciences and Disorders. By agreeing to cooperate in accomplishing those common objectives, the two Parties hope to further mutual understanding and programs of mutual interest. Therefore, the Parties agree as follows:

DISTRICT'S RESPONSIBILITIES

The DISTRICT agrees to:

- 1. Designate an American Speech-Language-Hearing Association certified (Clinical Certificate of Competence in specialty area) staff member as clinical education supervisor who will be responsible to coordinate and direct the student's clinical experience, to provide a planned supervised clinical program based on objectives compatible with the American-Speech-Language-Hearing Association guidelines, and evaluate student performance utilizing an approved UNIVERSITY evaluation form and a mid-term and final conference with the student.
- 2. Notify the UNIVERSITY of any situation or problems which may threaten the student's successful completion of the affiliation.

UNIVERSITY'S RESPONSIBILITIES

The UNIVERSITY agrees to:

1. Assign only those students who have satisfactorily completed the required academic preparation and clinical practicum for this phase of their clinical education and are able to function effectively in a supervised clinical internship.

- 2. Provide the services of a clinical coordinator as liaison between the UNIVERSITY and the DISTRICT. The coordinator will provide the DISTRICT with necessary information prior to the student's arrival and will schedule appropriate telephone consultation conferences.
- 3. Provide a mechanism for the exchange of information relevant to the student's clinical education experience conferences; provide UNIVERSITY approved evaluation forms.
- 4. Assign final academic grades and course credits incorporating results of performance evaluations, supervisory critiques, and (if applicable) on-site observations.
- 5. Advise students of their responsibilities under this Agreement, including the student's obligation to provide proof of professional liability insurance coverage.
- 6. Advise students of their responsibility under this Agreement to make available health records, including all vaccinations and particularly TB testing to the DISTRICT.
- 7. The University shall submit the names of participating students to the DISTRICT at least four (4) weeks prior to the commencement of the clinical education experience.
- 8. The University agrees that proof of professional liability insurance in an amount acceptable to the DISTRICT and compliance with the Act 33 and 34 clearance requirements (including the FBI fingerprint requirements) shall be required to be provided to the DISTRICT by all UNIVERSITY students who will have direct contact with students of the DISTRICT. All costs associated therewith shall be the responsibility of the UNIVERSITY student.

MUTUAL TERMS AND CONDITIONS

- 1. Neither the UNIVERSITY nor the DISTRICT shall discriminate against any person because of ancestry, color, disability, national origin, race, religious creed or sex.
- 2. The determination of the number of students, dates of assignments, and the availability of internship positions at the DISTRICT shall be agreed upon in writing annually by the DISTRICT and the UNIVERSITY.
- 3. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. The students shall not be considered employees of the DISTRICT and are not entitled to receive the employee benefits package of the DISTRICT. However, students shall be expected to adhere to the policies and regulations of the DISTRICT and to appear in such uniform as is prescribed by or is acceptable to the DISTRICT, to observe the hours of work, and to participate in departmental activities including after hours and in-service educational programs, as well as continuing education opportunities.
- 4. The UNIVERSITY is responsible for dismissal of a student for academic or disciplinary reasons, but the DISTRICT maintains the right to remove a student from a clinical affiliation if the student does not comply with the safety, ethical, or treatment standards

of the DISTRICT. In the event of a student's dismissal by the DISTRICT, the Academic Coordinator of Clinical Education at the UNIVERSITY must be notified immediately. Both the UNIVERSITY and DISTRICT will determine jointly if and when such a student should be permitted to return to the clinical phase.

- 5. The Parties shall complete and exchange forms required by professional accreditation associations and information reasonably requested by either Party.
- 6. Both Parties shall promote a coordinated effort by evaluating the program annually, by planning for its continuous improvement, by making changes as deemed advisable and by discussing problems as they arise concerning this affiliation.
- 7. The UNIVERSITY shall inform each participating student of applicable law governing the confidentiality of DISTRICT student information, including HIPPA and FERPA. Any breach of confidentiality by a participating student shall be grounds for immediate termination of the clinical education experience.
- 8. Neither of the Parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the Parties do not waive any defense as a result of entering into this Agreement. This provision shall not be construed to limit the UNIVERSITY'S or the DISTRICT'S claims or defenses which arise as a matter of law pursuant to any provisions of this Agreement. This provision shall not be construed to limit any claims of sovereign immunity that either the UNIVERSITY or the DISTRICT may be entitled to assert.
- 9. Neither this Agreement nor any of the rights or obligations hereunder may be transferred or assigned without the prior written consent of the other Party.
- 10. This Agreement represents the entire understanding between the Parties. This Agreement may be modified only by written amendment executed by all Parties.

Recommended by:

Stacy Dorner MS/CCC-SLP
308 Ford Building University Park, PA
16802-3100
Coordinator, Graduate Externship
Department of Communication Sciences and Disorders
The Pennsylvania State University

Signature from Dept. of Communication Sciences & Disorders	Date
Authorized Pennsylvania State University Signature	Date

WARREN COUNTY SCHOOL DISTRICT President, Board of School Directors Date Attest: Date