

MASTER STUDENT FIELD EXPERIENCE PLACEMENT AGREEMENT

This Master Student Field Experience Agreement ("Agreement") is made, by and between Northern Virginia Community College ("College"), an educational institution and agency of the Commonwealth of Virginia and Fairfax County ("County"), a governmental entity within the Commonwealth of Virginia, as an approved setting for field education.

WHEREAS, the College provides a course of study embodying theory and practice to students who have enrolled in one of its Associates degree or Certificate programs and recognizes that such programs are academically enhanced by practical experiences outside the traditional classroom setting; and

WHEREAS, the County is willing to permit such students as agreed to by the Parties (the "Students") to come into the premises of the County for fieldwork and clinical opportunities as part of a course of instruction at the College;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and benefits hereunder and other good and valuable consideration, the Parties mutually agree to all of the following:

1. TERM AND TERMINATION:

- 2.1 The period of this Agreement shall be from January 1, 2021 through December 31, 2026.
- 2.2 Either party has the right to terminate this Agreement without cause upon sixty (60) days prior written notice specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.

2. DEFINITIONS:

- 2.1 **Administrator:** The administrator(s) or other appointed representative(s) of Fairfax County who shall serve as a main coordinator of the Field Experiences within a County Department and liaison with the Facility and Faculty member.
- 2.2 **Facility:** Shall mean a Fairfax County facility.
- 2.3 **Faculty:** Shall mean an individual employed by or affiliated with the College to instruct and supervise Students as part of the Program.
- 2.4 **Field Experience:** Shall mean a structured learning experience at County Facilities in which a Student participates in observational and other educational activities appropriate to the Student's level of preparation.
- 2.5 **Preceptor:** Shall mean each individual staffed at the Facility to mentor and guide the Student learning at the Facility as part of the Field Experience.

- 2.6 **Program:** Shall individually and collectively mean the program(s) in which Student(s) are enrolled at the College and receive all pre-placement training and education related to their field.
- 2.7 **School Year:** Shall mean the academic year as defined by the College.
- 2.8 **Semester:** Shall mean each curricular period enrolled within a school year as defined by the College.
- 2.9 **Student:** Shall mean a Student officially enrolled in the Program at the College who participates in the Field Experience at the Facility.

3. COLLEGE RESPONSIBILITIES:

- 3.1 Assign to County only such Students who have successfully completed the prerequisite Program courses and who are able to comply with the requirements of the selected Facility. Such requirements will be specified by the Facility using the Student Placement Addendum Template (see Exhibit A) at least thirty (30) days in advance of each student placement. One Student Placement Addendum shall be completed for each Student placed, and the College shall ensure Student compliance with the requirements included in the addendum.
- 3.2 Provide the Program's goals and objectives for the Field Experience to the Preceptor prior to the start of the Field Experience.
- 3.3 Initiate planning for Field Experience no later than two months before the beginning of the Semester by submitting a Student Placement Addendum to the Administrator requesting the number of Field Experiences available at County during each Semester. The parties shall mutually agree upon the specific placement of Students, including the selected Facility, schedules, the exact number of Students, and Faculty assigned. The College shall provide the Administrator with a list of qualified candidates for each available Field Experience prior to the start of each Semester. A current revised calendar will be forwarded to the Preceptor at the beginning of Semester including days and hours of assignment and College holidays.
- 3.4 Prior to performing their duties pursuant to this Agreement, make reasonable efforts to advise Students of their obligations and responsibilities in observing the rules, regulations, policies and procedures of Fairfax County and the Facility including strictly adhering to all laws and regulations pertaining to confidentiality. The College shall advise Students of the County's expectation that every Student abide by said rules and strictly adhere to its policies as both a precondition of acceptance and a condition of participation in the field experience.
- 3.5 Advise Students that they shall assume all financial responsibilities in connection with the Field Experience, including cost of transportation, meals, and other expenses.
- 3.6 Advise Students to wear appropriate professional dress or as indicated in the Student placement Addendum.

- 3.7 Require Students to appropriately display photographic identification, or such other identification as may reasonably be required by the County.
- 3.8 Provide to the Administrator the name and telephone number of the Faculty who shall:
 - A. Meet with Facility Preceptor to evaluate the Field Experiences and consult on ways to facilitate Student learning and discuss any problems which may arise.
 - B. Plan in conjunction with Facility Preceptor, Field Experiences which will fulfill the Program's educational requirements and meet the objectives mutually agreed upon by the parties.
 - C. Notify the Preceptor of any changes in the Program's curriculum and enrollment status of any Student.
- 3.9 Immediately notify Fairfax County of: (i) any adverse action taken by the College's accrediting body against the College's Program, including but not limited to, a downgrade in accreditation status, withholding of accreditation, or probation; or (ii) a change in the College's accreditation status that materially affects the continued operation of this Agreement.
- 3.10 Provide and maintain the educational records and reports necessary to document the Student's Field Experience for the purpose of academic credit. The College will retain ultimate responsibility for the education and assessment of its Students.
- 3.11 Assist in preventing the publication of any information about the County or Facility or materials relating to the Field Experience that is not approved by the County and/or that could infringe on an individual's rights to privacy.
- 3.12 Require all participating Students to maintain health insurance. The County may request the Student provide proof of health insurance prior to beginning of the Field Experience.
- 4. COUNTY RESPONSIBILITIES:
 - 4.1 Respond to the College's request for the available number of Field Experiences for the Semester. Fairfax County and the College will determine, upon mutual consideration and agreement, the maximum number of Students to be assigned to Fairfax County for each Field Experience.
 - A. The County will provide all selection criteria and any placement requirements to the College for each student placement.
 - B. County reserves the right to determine the number of Students it can accommodate and the placement of those Students within the County, based upon the County resources and demands at that given time.

- C. From the list of Students seeking internships provided by the College, the County and the College will select the specific Student(s) appropriate for each Field Experience no later than 30 days before the beginning of the Semester in which the Field Experience will occur.
- 4.2 Assist the College in developing and implementing the Field Experience for the College's Students. All services rendered by Students should have educational value and meet the goals and objectives of the Program as agreed upon by the parties.
- 4.3 Guide and mentor the Students throughout their field practice as is reasonable and appropriate for the circumstances and to the Student's level of training.
- 4.4 Within normal limits imposed by the Facility setting and space constraints of the County, provide office space, conference room space, and computer access for the Field Experience as appropriate including permitting Students to utilize parking spaces at County facilities.
- 4.5 The County staff will, upon request, assist the College in the assessment of the learning and performance of participating Students by completing assessment forms provided by the College and returned to the College in a timely fashion.
- 4.6 Orient the Students and Faculty to the Facility and provide information regarding the Facility's rules, regulations, policies, and procedures. As part of the orientation, the Facility shall inform the Students they are expected to adhere to all Facility rules, regulations, policies and procedures, dress code, and code of conduct.
- 4.7 Retain responsibility over its operations, quality standards and care of all its clients.
- 4.8 Designate an Administrator and provide the name and telephone number of the Preceptor who shall:
 - A. Meet with the Faculty to discuss any problems;
 - B. Provide guidance to the Students during the Field Experiences; and
 - C. Participate in periodic conferences in which the Field Experiences are evaluated and feedback of the evaluation is provided for each Student. The College shall furnish forms for the evaluation and feedback.
- 4.9 Provide Students with information regarding the availability of first aid and emergency care while on placement at County Facilities. All such medical care costs and fees shall be the responsibility of the Students.
- 5. RIGHT TO REFUSE OR TERMINATE STUDENT PARTICIPATION:
 - 5.1 The County reserves the right to refuse acceptance of any Student designated by the College for participation in a Field Experience and to terminate participation by any Student in a Field Experience when, in the sole opinion of the Facility, (i) the Student is

deemed to be a risk to the Facility's employees, or to himself or herself, (ii) the Student fails to meet or abide by the rules, regulations, policies and procedures of the Facility, (iii) the Student's conduct is detrimental to the business or reputation of the Facility, (iv) the Student fails to accept or comply with the direction of Facility staff, or (v) further participation by the Student would be inappropriate.

- 5.2 The College reserves the right to immediately terminate a Student's participation in a Field Experience when, in its sole discretion, further participation by the Student would be inappropriate.

6. LIABILITY AND INSURANCE:

- 6.1 Neither party shall be liable for any claims, liabilities, or expenses arising solely out of the acts or omissions of the other party. To the extent provided by the laws of the Commonwealth of Virginia, each party shall be responsible for the ordinary negligent acts or omissions of its students, agents, and/or employees, causing harm to persons not a party to this agreement. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia, the College, or the County.
- 6.2 Northern Virginia Community College is a state agency and is self-insured by the Risk Management Plan of the Commonwealth of Virginia for all claims up to the maximum provided in the Code of Virginia. The College will provide a certificate of insurance upon request. Fairfax County is a local government and is self-insured under its own self-insurance plan for all claims up to the maximum provided in the Code of Virginia. Fairfax County will provide a statement of self-insurance upon request.

7. GENERAL

- 7.1 Entire Agreement. This Agreement and its amendments and attachments, the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by the Parties.
- 7.2 Severability. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.
- 7.3 Independent Contractors. In the performance of duties and obligations hereunder, no Faculty, Student, employee, or agent of the College shall, for any purpose, be deemed an agent, servant or employee of the County or authorized to act for or on behalf of the County. No employee or agent of the County shall, for any purpose, be deemed an agent, servant or employee of the College or authorized to act for or on behalf of the College. Neither party shall withhold on behalf of the employees of the other, any sums for income tax, unemployment insurance, and social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the parties to exercise control over one another or the

manner in which their employees or agents perform the services, which are the subject of this Agreement.

- 7.4 Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
- 7.5 Governing Law. This Agreement shall be construed under and enforced in accordance with the laws of the Commonwealth of Virginia and be construed in a manner as to conform with all applicable federal, state and local laws and regulations.
- 7.6 Compliance with Applicable Laws. The parties agree to comply with applicable laws, regulations, rulings, and standards and amendments thereto, of all entities, which regulate, license, govern and/or accredit the parties, including, but not limited to, federal, state and local governmental agencies.
- 7.7 Nondiscrimination. Both Parties to this Agreement agree to not unlawfully discriminate on the basis of race, color, religion, national origin, sex, pregnancy or related medical conditions, age, marital status, or disability. Fairfax County does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1
- 7.8 Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the College or the County of Fairfax.
- 7.9 FERPA. All data about Students ("education records") shall be considered to be confidential and County agrees that (1) with regard to the use and maintenance of any education record it is under the direct control of the College, (2) that County will only use educational records in order to provide the Field Experiences as provided for in this Agreement, and (3) any release of education records shall comply with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g; 34 CFR Part 99).
- 7.10 Publicity. Except as specifically provided for herein, County shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the College or its employees except on the specific written authorization in advance by the College. The College must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.
- 7.11 Notice. Notices and communications under this Agreement shall be deemed made when sent postage prepaid by U.S. Postal Service, first class, certified, or express mail; or by overnight mail service; or hand delivered and addressed as follows:

Northern Virginia Community College:

Nicole Reaves
Provost, Medical Education Campus
6699 Springfield Center Drive
Springfield, VA 22150
703-822-6699
Nreaves1@nvcc.edu

Fairfax County:

Karen Fuentes
Department of Human Resources
12000 Government Center Parkway, Suite 270
Fairfax, VA 22035
703-324-5176
Karen.fuentes@fairfaxcounty.gov

ACCEPTED BY:

NORTHERN VIRGINIA COMMUNITY COLLEGE

BY: _____

Name: Nicole Reaves

Title: Provost Medical Education Camps

Date: _____

FAIRFAX COUNTY GOVERNMENT

BY: 

Name: Bryan J. Hill

Title: County Executive

Date: 1/20/2021

Placement Addendum

The purpose of this addendum is to provide a record between the COLLEGE and the COUNTY with respect to the FIELD EXPERIENCE for the COLLEGE'S registered Students, and the agreement of the parties to abide by all terms and conditions of the of the MASTER STUDENT FIELD EXPERIENCE PLACEMENT AGREEMENT (dated _____), which is hereby incorporated by reference, without modification or exception except as specified below.

This Student Placement Addendum is effective when signed by all parties. The individuals executing this Addendum are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the MASTER STUDENT FIELD EXPERIENCE PLACEMENT AGREEMENT and further agree to comply with its terms.

Term of Addendum: The effective date is the date that the College signs this Addendum through the end date of the master affiliation agreement, unless replaced with a revised addendum prior to the end date of the master affiliation agreement. Additional requirements may be added to this addendum as needed and mutually agreed upon.

FIELD EXPERIENCE REQUIREMENTS:

Student Name: _____

College Academic Program: _____

County Department: _____

Anticipated start date of placement: _____

The student ☐ will ☐ won't be required to drive a County vehicle as part of their field placement.

The student ☐ will ☐ won't be required to drive their own vehicle in order to participate in this field placement.

The student ☐ will ☐ won't be required to obtain a County issued ID badge.

The student ☐ will ☐ won't be required to obtain a County issued proxy card for access to appropriate County facilities and technology (printers).

Driving Record:

Background Check:

Student Health Requirements:

Confidentiality Policy Training:

Certifications:

Other Training:

Other County Department Specific Requirements:

NORTHERN VIRGINIA COMMUNITY COLLEGE

BY: _____

Name: _____

Title: _____

Date: _____

FAIRFAX COUNTY DEPARTMENT DIRECTOR

BY: _____

Name: _____

Title: _____

Date: _____

DISTRIBUTION:

County Department Contact

University Contact