

MASTER STUDENT FIELD EXPERIENCE PLACEMENT AGREEMENT

This Master Student Field Experience Agreement (“Agreement”) is made, by and between Old Dominion University (“University”), 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 University provides a course of study embodying theory and practice to students who have enrolled in its Baccalaureate, Masters, and Doctoral degree 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 University;

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:

- 1.1. The period of this Agreement shall be from May 1, 2022 through April 30, 2023. This agreement may be renewed for three (3) one-year periods, as mutually agreed upon.
- 1.2. 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 University 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 and Program.
- 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 University for academic credit 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 University.
- 2.8 **Semester:** Shall mean each curricular period enrolled within a school year as defined by the University.
- 2.9 **Student:** Shall mean a Student officially enrolled in the Program at the University who participates in the Field Experience at the Facility.

3. UNIVERSITY 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 University 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 contacting the appropriate County department Administrator about availability of Field Experiences within the department. 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 University 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 University 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 University 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 University shall notify Fairfax County as soon as practicable, but not to exceed five (5) days of (i) any adverse action taken by the University's accrediting body against the University's Program, including but not limited to, a downgrade in accreditation status, withholding of accreditation, or probation; or (ii) a change in the University'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 University 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 University's request for the available number of Field Experiences for the Semester. Fairfax County and the University 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 University for each Student's Field Experience.
 - 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 University, the County and the University 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 University in developing and implementing the Field Experience for the University'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 Experience 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 University in the assessment of the learning and performance of participating Students by completing assessment forms provided by the University and returned to the University 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 University 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 University 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 themselves, (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 University 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 or the County.

- 6.2 Old Dominion University 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 University will provide a certificate of insurance upon request. The University, its agents, students (while participating within the authorized scope of a clinical, internship, externship, or other educational program in order to meet pedagogical requirements), and employees are covered to the extent provided in the Plan.

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. Order of Precedence. This Agreement is comprised of two parts, the Master Student Field Experience Placement Agreement (Master Agreement) and the Student Placement Addendum (Student Addendum at Exhibit A). The Master Agreement is an umbrella agreement that sets out the general terms and conditions applicable to all field placements of University Students at County locations. The parties agree that the Student Addendum will be executed when a specific Student is identified for placement through the University at a County location. The parties agree that the Student Addendum may be executed after the Master Agreement. The parties further agree that the Student Addendum may be executed by the designee of the University representative or County representative who executes the Master Agreement. Finally, the parties agree that if there is a conflict between the Master Agreement and the Student Addendum, the Master Agreement will control. Both the Master Agreement and the Student Addendum may only be modified or amended by a writing signed by the Parties as specified in this Paragraph.

- 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 University 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 University or authorized to act for or on behalf of the University. 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 County of Fairfax or the Commonwealth of Virginia
- 7.9. FERPA. All student data shall be considered to be confidential and any release of information shall be in compliance with the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. §1232g; 34 CFR Part 99) and Code of Virginia § 23.1-405(C). The County and its employees shall be considered a “school official” with “legitimate educational interests” University education records, as those terms have been defined under FERPA and its implementing regulations, of any Student participating in the Field Experience, to the extent those records are necessary for the Student’s participation in the Field Experience. The County and its employees agree to abide by the limitations and requirements imposed on school officials, only use the education records for the purposes related to the student’s participation in the Field Experience, and not share such data with

or disclose it to any third party except as required by law, or authorized in writing by the University.

- 7.10. Force Majeure. Neither party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, national or regional health emergencies (including outbreaks, epidemics, and pandemics, regardless of whether such health emergency existed as of the Effective Date of this Agreement), and acts of God.
- 7.11. 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 University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.
- 7.12. No Employment or Compensation. No Student will be considered an employee of either the University or the County as a result of participation in the Field Experience and the Student shall not displace any of the County’s regular employees. In addition, the parties understand and agree that Students will not be entitled to compensation for their participation in the Field Experience or be entitled to a job at the conclusion of the Field Experience.
- 7.13. 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:

For Old Dominion University:
 Academic Affairs
 Vice Provost’s Office
 Old Dominion University
 Norfolk, VA 23529
 Attention: Brian Payne

For Fairfax County:
 Department of Human Resources
 12000 Government Center Parkway0
 Fairfax, VA 22035
 Attention: Karen Fuentes

ACCEPTED BY:

OLD DOMINION UNIVERSITY

FAIRFAX COUNTY GOVERNMENT

BY: J. Dan Zimmerman

DocuSigned by:
BY: Bryan Hill
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Name: J. Dan Zimmerman

Name: Bryan J. Hill

Title: Interim Assistant Vice President of Administration for Academic Affairs

Title: County Executive

Date: 11/4/2022

2022 December 13 | 09:48:33 EST

Date: _____

Student Placement Addendum

The purpose of this Student Placement Addendum (“Addendum”) is to provide a record between the OLD DOMINION UNIVERSITY and the COUNTY with respect to the FIELD EXPERIENCE for the UNIVERSITY’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 (“Master Agreement”) dated _____, which is hereby incorporated by reference, without modification or exception except as specified below. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Master Agreement.

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 AGREEMENT and further agree to comply with its terms.

Term of Addendum: Addendums may be issued or amended any time during the Term of the Master Agreement. The term of each Addendum is the dates of the Field Experience listed below.

Additional requirements may be added to this addendum as needed and mutually agreed upon.

FIELD EXPERIENCE REQUIREMENTS:

Student Name: _____

University Academic Program: _____

County Department: _____

Term: Anticipated start date and end date of Field Experience: _____

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:

OLD DOMINION UNIVERSITY

FAIRFAX COUNTY DEPARTMENT DIRECTOR

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DISTRIBUTION:

County Department Contact

University Contact