

STUDENT EXPERIENCE AGREEMENT

This Agreement is made and entered into this 18th day of September 2018, effective as of September 1, 2018, (the "Effective Date"), by and between **THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA**, (hereinafter referred to as "College"), and **the SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA** (hereinafter referred to as "Educational Facility"), located at 1960 Landings Boulevard, Sarasota, FL 34231.

I. GENERAL TERMS OF AGREEMENT

1. It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for participating students in accordance with terms provided herein. To accomplish this, the faculty and students of the College may use the various departments of the Educational Facility for practice and clinical experience in connection with the College's **Health Professions programs (Nursing, Dental, Occupation Therapy Assistant, Physical Therapist Assistant and Radiography)**. In consideration of the mutual provisions contained herein, the parties agree as set forth in this Agreement.

2. Unless earlier terminated as provided herein, this Agreement shall be for a term of 3 years, beginning on the Effective Date and shall expire on August 31, 2021.

II. SPECIFIC RESPONSIBILITIES OF THE EDUCATIONAL FACILITY

1. Educational Facility shall provide a suitable environment and opportunities for observation and clinical experience in patient care areas, clinics, and in selected departments of the Educational Facility.

2. Educational Facility shall provide, as available, the use of conference room/classroom space, as well as the use of library facilities and any applicable instructional materials, to meet the needs of the program. Specific days and times needed will be arranged with the designated representative of Educational Facility by the College faculty prior to each semester.

3. Educational Facility shall assist in the orientation of both faculty and students of the College to the use of physical facilities, and the policies and the procedures of the Educational Facility as required.

4. Educational Facility shall facilitate by calling for EMS through 911, if required, emergency treatment for students or faculty members, at the student's or faculty member's expense, in the event of accident or illness involving the student while in the Educational Facility for clinical experience.

5. Educational Facility shall allow students and faculty of College to use available refreshment facilities located within the Educational Facility at student's or faculty's own expense.

6. Educational Facility shall immediately inform the College of policy and procedure changes which effect the College's clinical experience programs.

7. Educational Facility shall retain overall responsibility for student care, including any period when that care is provided by a student.

8. Educational Facility shall, in cooperation with the College, designate Clinical Instructors or Preceptors (discipline specific) to supervise students in the clinical area, said persons shall meet the requirements of the College and program-specific professional accreditation agency.

III. SPECIFIC RESPONSIBILITIES OF THE COLLEGE

1. College shall notify the Educational Facility in writing, no less than one (1) month in advance of the commencement of training the number of students and the College's planned schedule of student assignments which shall be subject to the approval of the Educational Facility.

2. College shall utilize proper communication channels in planning for clinical experience and patient assignment for students.

3. College shall be responsible for planning the educational program and shall maintain all records/ reports related to student clinical experiences.

4. College assumes full responsibility for the education of the student. College faculty will provide general supervision of the student's academic progress to include curriculum, course objectives/requirements and grading of clinical assignments. Clinical Instructors or Preceptors (discipline specific) will supervise students in the clinical area as stated in Section II and will provide information regarding evaluation of student clinical performance. College will determine and assign the student's final grade.

5. College shall contract with specifically identified Clinical Instructors (ref. Section II, Number 8 above) as adjunct faculty. This will make them eligible for coverage under the College professional liability insurance policies during their supervision of students.

6. The students, faculty and other College employees shall wear appropriate name tags identifying their status with the College.

7. College shall advise all students, faculty and any other personnel furnished by the College to comply with all applicable rules, regulations, policies and procedures of the Educational Facility. These students, faculty and other personnel shall maintain the confidential nature of information on patients and the records and business operations of the Educational Facility. (See Addendum for specific Consent form signed by all Health Science students.)

8. On an annual basis, the College shall provide the Educational Facility with verification of the current licensure or certification for all faculty members working with students in the clinical program at the Educational Facility.

9. The College assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the College and its officers, employees, servants and agents while acting within the scope of their authorized powers and duties or their employment by the College. The College and the Educational Facility further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; or, (2) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

10. College shall at all times have in effect professional liability insurance for itself, students, instructors, employees, and other persons furnished by College pursuant to this Agreement with limits of not less than \$1,000,000.00 per occurrence or claim and shall, prior to commencement of this Agreement, furnish Educational Facility with certificates from the insurance carriers evidencing such coverage and stating that the insurance carriers will not cancel the policies without giving the Educational Facility at least ten (10) days advance written notice.

11. College shall provide evidence of workman's compensation insurance for any employees furnished by College pursuant to this Agreement.

12. College shall assure that all students shall have been screened for certain communicable diseases prior to entry into the health science program, at least once a year or as otherwise required by applicable law. Students or College designee will present the following health records on the first day of students' educational experience at Educational Facility (Students will not be allowed to commence experiences until all records are provided):

- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and

- (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
- (iii) Varicella immunity, by positive antibody titer or proof of Varicella immunization; and
- (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.

13. College shall assure that all students have been screened for illegal drug use (10 panel drug screen) prior to entry into the clinical portion of the health science program and will be subject to random screening throughout the program.

14. College agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that all of College's Students, Faculty, or other Agents who (1) are to be permitted access to district school grounds when students are present, (2) will have direct contact with district school students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by Educational Facility in advance of College or its personnel providing any services under the conditions described in the previous sentence. College or its Students will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to College's personnel. The Parties agree that the failure of College to perform any of the duties described in this section shall constitute a material breach of this agreement entitling Educational Facility to terminate immediately with no further responsibilities or duties to perform under this Agreement.

15. College shall assure that appropriate accreditation of all Health Science programs is maintained.

16. College shall assure that all students and faculty will have had instruction, according to OSHA standards, related to the transmission of blood borne pathogens.

17. The student's final grade will be assigned by the College for each clinical experience.

IV. REQUEST FOR WITHDRAWAL OF STUDENT OR FACULTY MEMBER

1. Educational Facility shall have the right to and obligation to request the College to withdraw any student or faculty member for violation of any rule, regulation or policy of the Educational Facility or breach of confidentiality or other misconduct.

2. The College may at any time withdraw a student whose progress, conduct or work does not meet the standards of the program.

3. Final action on the withdrawal of a student or faculty member is the responsibility of the College. Notwithstanding anything in this agreement to the contrary, Educational Facility may limit any student or faculty member's contact with or treatment of Educational Facility students, if in the opinion of Administration of Educational Facility, the student or faculty member constitutes a threat to the safety and wellbeing of Educational Facility's students.

V. REVIEW, REVISION AND/OR TERMINATION OF AGREEMENT

1. Review, modification or revision of this Agreement shall be done with the mutual consent of both parties. Any modification or revision shall be in writing, attached to this Agreement and shall include the effective date of the changes and appropriate signatures.

2. In the event either party desires to terminate this Agreement, it shall do so by giving sixty (60) days written notice to the other party. However, the parties agree that students and faculty currently participating in the clinical program will be permitted to continue until completion of the current semester to meet the requirements of the curriculum.

VI. MISCELLANEOUS

1. Both parties shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in connection with this Agreement. Refusal by either party to allow such public access shall be grounds for unilateral cancellation of this Agreement by the other and for imposition of any remedy or penalty available under law.

2. This Agreement shall be interpreted under the laws of the State of Florida. The sole and exclusive jurisdiction for any action brought pursuant to this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

3. Neither party shall discriminate against any Educational Facility or College employee, or against any college student in his or her course of study or training under this Agreement, because of race, color, religion, national origin, gender, sexual orientation, genetic information, disability, age, marital or veteran status in any of its educational programs, services or activities, including admission and employment.

4. The parties agree that they are not relying upon any promises, understandings, circumstances, conduct, negotiations, expectations, representations or agreements, oral or written, expressed or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire agreement of the parties with respect to the subject matter hereto; that this entire Agreement has been bargained for and negotiated and that the parties have read and approved this Agreement in its entirety.

5. The College will disclose information from a student's educational record, as appropriate, to personnel at Educational Facility who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended, and Section 1002.225, Florida Statutes. The Educational Facility hereby agrees that its personnel will use such information only in furtherance of the clinical education program for the student, and that the information will not be disclosed to any other person without the student's prior written consent.

Dated this _____ day of _____, 20__

STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

By: _____
Title: _____

SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
Title: _____

Approved for Legal Content,
August 30, 2018, by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH