

## EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement ("Agreement") is made by and between The University of Toledo (the "University"), a state university created and authorized under Section 3364 of the Ohio Revised Code, located at 2801 West Bancroft Street, Toledo, Ohio 43606, and Mid-Ohio Educational Service Center ("Sponsor") located at 890 West 4<sup>th</sup> Street, Mansfield, OH 44906, each a "Party" or together the "Parties".

1. **Placement.** The Parties hereby agree and approve the student or students ("Students") and the educational experience program ("Program") identified in the attached Addendum A. Students must be admitted to the University and be in good standing.

Sponsor will have the right to refuse to accept for placement or to request the removal of any Student under this Agreement for cause upon written notification to the University, such notification setting forth, in detail, the basis for the refusal or request for removal. Any disciplinary proceedings against the Students will be conducted by the University in accordance with University's policies and procedures.

2. **Scope.** Sponsor is responsible for assigning tasks of a professional nature to the Students to enhance the Students' overall educational experiences. The Sponsor's employee as designated in Addendum A will serve as the Student supervisor during Student placement with the Sponsor ("Supervisor") to monitor and assess Students' performance as reasonably requested by the University, act as the primary contact for the Parties, and to assure that all Student assignments are designed to promote professional growth. Program goals and objectives are identified within Addendum A.

3. **Schedule.** Sponsor agrees that Students placement will not exceed the number of hours per week for the number of weeks of the Program as specified in Addendum A and will honor the University's academic calendar regarding vacations and holidays. Hours per day and other time-related issues will be determined and scheduled by mutual agreement among the applicable Student, the Supervisor and the Parties in conjunction with Addendum A. Sponsor will recognize and not prohibit Student attendance at University classes or other Program-related activities.

4. **Financial Support.** The total amount of the financial support, if any, to be paid by Sponsor to University for the Program is specified in Addendum A attached hereto. University will invoice Sponsor for such financial support and Sponsor will pay the University's invoice within 30 days of receipt of the invoice. In consideration of this financial support, University may provide a stipend and tuition scholarship to Students during the Term of this Agreement.

5. **Term and Termination.** This Agreement will begin on August 24, 2020, (the "Start Date") and continue for a period of one (1) year from the Start Date, unless terminated earlier as provided herein.

Sponsor party may terminate this Agreement at any time with or without cause or penalty by giving the University written notice of termination at least ninety (90) days prior to the end of the academic term (June 30). In the event of Sponsor's termination, Sponsor will make every effort to temporarily continue this Agreement or make substitute arrangements to allow the Students to continue their educational experience with Sponsor for the balance of their rotation. The University may, at any time during the term of this Agreement immediately suspend or terminate this Agreement with or without cause by giving written notice to Sponsor.

6. **Student Injury.** The Sponsor is responsible for following all applicable laws and all health and safety rules. Any work-related injuries or accidents must be reported to the University as described below in the Notices section as soon as reasonably possible after the accident or injury.

7. **Client/Patient Care Services.** Students will be permitted to participate in the health care or related services to Sponsor's clients/patients consistent with Students' training and experience. Sponsor will ensure that these client/patient care services will be provided by the Students under the direct supervision of Sponsor's staff and employees of the appropriate discipline. Sponsor and its staff will retain ultimate authority and responsibility for the professional services provided to clients/patients and all decisions related to the management of the clients/patients.

8. **Records.** Pursuant to the Family Educational Rights and Privacy Act ("FERPA"), Sponsor is a service provider performing under a contract with the University, and accordingly Sponsor is designated as a university official for purposes of FERPA only. The University agrees that, for purposes of FERPA, Sponsor officials have a legitimate educational interest in having access to students' education records; Sponsor officials are performing services or functions that would otherwise be performed by University employees; Sponsor officials are under the direct control of the University with respect to the use and maintenance of school records, that Sponsor is subject to FERPA requirements with respect to re-disclosure of personally identifiable information, and that Sponsor will not disclose personally identifiable information from a student record without the prior written consent of the eligible student or the University, unless the disclosure meets one of the exceptions recognized by FERPA.

9. Cooperation with University Investigations. In the event the University needs to conduct an investigation for a concern or allegation related to this Agreement, the Sponsor agrees to comply fully, to the extent allowed by law, with the investigation and will provide records requested by the University, or its designee, in a timely manner. This cooperation includes supervised access to students and employees of the Sponsor, even if individuals are minors. For purpose of FERPA only, the University will be considered a Sponsor official and will comply with FERPA.

10. Regulatory Compliance. In the event Sponsor undertakes to bill for any services rendered by the Students under this Agreement or other professionals, Sponsor is responsible for compliance with all applicable laws, and will maintain such records and documentation as may be required to demonstrate such compliance. Sponsor represents that this experience for Students is of an educational nature and it is not replacing paid work of employees as prohibited under the Fair Labor Standards Act or other applicable law.

11. Sanctions. During the term of this Agreement, and thereafter if the matter relates to services provided to the University during the term of this Agreement, if Sponsor, an Sponsor employee, or Sponsor agent under this Agreement becomes the subject of an investigation relating to health care fraud, abuse, or misconduct, or should be sanctioned by or debarred or excluded from participation in any federal or state health care program, including Medicare and Medicaid, Sponsor agrees to immediately notify the University of such event. Upon any such sanction, debarment, exclusion, or ineligibility, the University will have the right to immediately terminate this Agreement with Sponsor without penalty or cost.

12. Insurance Coverage. The University and Sponsor will both provide, for their respective entities and employees, the following: (A) general liability coverage of not less than \$1 million coverage; (B) directors and officers coverage of not less than \$1 million coverage; (C) workers' compensation coverage at statutory limits; and (D) professional liability coverage of not less than \$1 million per occurrence and \$3 million aggregate. The University will provide general and professional liability coverage of not less than \$1 million occurrence, \$3million aggregate for Students within the scope of this Agreement. Upon request, the Parties will provide certificates of coverage or other documents evidencing this coverage.

13. Legal Status. Students are not deemed or considered to be employees of the University or Sponsor for any purposes as a result of their participation in the Program. Except as otherwise agreed in writing, it is mutually understood and agreed by the Parties that Sponsor and its employees, contractors and agents are at all times acting and performing as independent contractors.

14. Notices. Any notice required, permitted or desired to be given under this Agreement will be in writing and personally delivered or sent by certified mail, return receipt requested, addressed to the signers at the end of this Agreement to the addresses located at the beginning of this Agreement.

15. Non discrimination. Neither party to this Agreement will discriminate in employment or educational programs on the basis of race, color, religion, sex, age, ancestry, genetic information, national origin, sexual orientation, gender identity and expression, military or veteran status, disability, familial status, political affiliation, or participation in protected activity. Parties are subject to University inclusiveness policies found at <http://www.utoledo.edu/policies/administration/diversity/>.

16. Governing Law; Entire Understanding; Modification. This Agreement will be governed by and construed in accordance with the laws of the state of Ohio. This Agreement, including its exhibits, which are incorporated herein by reference, constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes any and all previous agreements between the parties relating thereto. This Agreement may not be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives.

THE UNIVERSITY OF TOLEDO

Mid-Ohio Educational Service Center



Karen S. Bjorkman, Ph.D.

Provost and Executive Vice President for Academic  
Affairs

Kevin Kimmel

Superintendent

Date: July 15, 2020

Date: \_\_\_\_\_

## Addendum A:

Name of Student(s):	Amanda Nowak R00857304
Sponsor Supervisor:	<del>Susan Tyler</del> Joanna Greenwalt
Academic Advisor:	Jennifer L. Reynolds, PhD., NCSP
Student Hours per week (per Student):	20
Number of consecutive weeks:	44
Dates of the Student placement:	August 24, 2020 through June 25, 2021
Total Financial Support:	\$12,600 per intern <del>or \$13,000</del>
Invoices will be sent to:	Jennifer Crum Director of Student Services Mid-Ohio Educational Service Center 890 West 4 <sup>th</sup> Street Mansfield, OH 44906 Phone: 419.774.2507 Fax: 419.774.5523 Email: crum.jennifer@moesc.net
Invoice frequency (one-time, semester, monthly):	One-Time
Checks Payable to:	University of Toledo Grants Accounting, MS# 218 2801 West Bancroft St. Toledo, OH 43606
Goals and Objectives for Student:	<ol style="list-style-type: none"> <li>1) Assist the school psychologist with academic achievement assessments</li> <li>2) Assist the school psychologist with gathering relevant background information</li> <li>3) Assist the school psychologist with clerical and scheduling tasks</li> <li>4) Assist the school psychologist with student observations</li> <li>5) Assist the school psychologist with administration and scoring of rating scales</li> <li>6) Enter norm referenced assessment data into a scoring system (q-global)</li> <li>7) Assist with evaluation team reports</li> </ol>