


Behavioral Sciences Department

160 Pearl Street
Fitchburg, MA 01420-2697

**Graduate Program in School Counseling
Practicum Program Contractual Agreement**

Contacts: Dr. Megan Krell (978) 665-3243 or mkrell@fitchburgstate.edu

Student Name: _____

Date: _____

Whereas, _____, hereafter referred to as the Field Site, recognizes the professional responsibility of assisting in the teaching of students interested in the behavioral sciences and is interested in providing assistance to the University in its curricula, and, whereas, **Fitchburg State University**, hereafter referred to as the University, is currently conducting a Practicum program and desires to obtain the assistance of the Field Site in furthering its educational objectives.

Now, therefore, in consideration of the mutual agreements set forth herein, the University and the Field Site agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY:

1. Use proper administrative channels (agreeable to both parties) to make plans for the educational experience of the student.
2. Acknowledge that the student will be expected to comply with current policies and procedures of the Field Site, and the appropriate department of the agency/department.
3. Provide the student who meets the minimum academic requirements (as agreed by both parties) necessary to enter the agency/department experience.
4. Propose the practicum start and end dates and total number of hours the student will be assigned and the expected learning objectives (as agreed by both parties) by the beginning of each semester.
5. Provide a specific faculty member who will serve as liaison with Field Site Supervising personnel where necessary.
6. Provide and maintain records and reports necessary for conducting the learning experience.
7. Provide educational objectives for the agency/department experience and curriculum content.
8. To withdraw the student or faculty member from the program when such student or staff person is unacceptable or undesirable to the Field Site for reasons of health, performance of duties, or other reasonable causes.
9. University shall procure and maintain professional liability insurance coverage in the amount of **\$1 million per occurrence and \$3 million in the aggregate** covering all students and faculty who participate in the internship program. Evidence of same shall be provided to Field Site and filed in the Office of Academic Affairs. University will notify Field Site in writing, promptly in the event that such coverage is changed or cancelled.
10. Require the student to provide evidence of current physical examinations, including documentation of Rubella immunity, evidence of immunity to chicken pox (Varicella) provided either through a physician's note or proof of titer, a Negative (-) Mantoux Test, and Hepatitis B Immunity, if required by Field Site.
11. Arrange with the director at the Field Site for an orientation to by-laws, rules and regulations of the Field Site, if applicable.

RESPONSIBILITIES OF THE FIELD SITE:

- 1. Provide orientation of the student to the physical facilities, policies, and procedures of the Field Site.
- 2. Provide an experience under the supervision of qualified personnel that meets the stated objectives of the educational program (as agreed to by both parties). In essence, this means that the student will observe and participate in the Field Site (to the extent allowed by licensing and liability requirements) in accordance with the Practicum Field Site Guide and as outlined herein;

a. Provide a description of Student Responsibilities:

i. Hours Per Week _____;

ii. Total Hours _____;

iii. Describe scope of tasks and activities in which the student will be involved over the course of the Field Site experience:

b. If the student is employed within the Field Site district for less than one year, attach a copy of her/his job description. In addition, indicate whether the following conditions are met:

_____ Separate supervisors are assigned to oversee the student’s field work experience and the student’s employment.

_____ The job description for the Practicum includes new responsibilities and does not simply mirror those for paid employment. If the job is sufficiently new, this provision may not apply.

_____ Care will be taken by the Field Site Supervising Practitioner to ensure that the student is not permitted to work more than 40 hours of paid employment per week (i.e., no overtime or double shifts) during the span of the Practicum.

c. Describe the Field Site district’s support system, in particular the safeguards taken to minimize risks to students in situations that may require expertise beyond their current capabilities (e.g., assaultive students, emergency situations requiring clinical experience, including medical emergencies, suicidal or psychotic behavior, etc.):

3. Expect the student to perform only those tasks commensurate with his/her level of education and experience and furnish direct supervision to provide for the safety and welfare of both client and student.

4. Provide a specific person to oversee the practicum district/department educational program and act as liaison between the Field Site and University.

5. Provide cooperation, when asked, in formal evaluation of the student, consonant with educational objectives jointly agreed to by both parties.

6. Provide and maintain the records and reports required by the University for conducting the educational program.

RESPONSIBILITIES OF BOTH PARTIES:

1. No individual participating in this program shall be discriminated against because of race, color, creed, religion, national origin, gender, age, disability, sexual orientation, gender identity, gender expression, genetic information, marital status, veteran status or any other characteristic protected by law.
2. The Field Site Supervising Practitioner and the University's Program Supervisor will ensure that the student does not work more than 40 practicum hours per week at the Field Site.
3. To meet as required by licensure regulations and review the practicum experience.

RESPONSIBILITIES OF THE STUDENT:

1. **Claim Notification** - The student will report to the university any claim or circumstances that s/he believes may give rise to a liability insurance claim as soon as practicable. The student will provide information and cooperate with the insurer, and may not admit responsibility, make a payment, or assume obligation unless authorized by the insurer.
2. **Student Health** - A student who becomes ill or injured while performing the educational experience may: report to the University Health Service for treatment; seek treatment with his or her own physicians; and/or report to the emergency room/outpatient clinic of the Field Site, if applicable. In all instances, student is ultimately responsible for payment of fees related to illness or injury.
3. **Time Commitment** – Total time commitment: _____.
4. **Evaluation Procedures** – The student will meet for 6 seminar classes during each semester and be responsible for written work as outlined in the Course Syllabus.
5. **Field Site Evaluation** - The student will be evaluated by his/her Supervising Practitioner at the Field Site. This evaluation will constitute 70% of the student's grade.

INDEMNIFICATION AGREEMENT:

1. To the extent permitted by law, the University agrees to indemnify and hold harmless Field Site, its respective Trustees, officers, directors, agents and its employees and all professional and administrative staff working for or at Field Site from any actions, proceedings, claims, liabilities, losses, damages, costs and expenses of any nature including personal injury, death or property damage (including without limitation Field Site's reasonable attorney's fees and costs) arising out of, resulting from or relating to:
 - 1) Field Site's participation in the program (including but not limited to participation in any evaluation of students);
 - 2) the acts or omissions of any student, instructor, or person affiliated with the University including its employees, servants, agents or;
 - 3) breach of any of the terms hereof by the University, except to the extent such claims, liabilities, damages, costs and expenses are determined to be the result of the negligence of the Internship Site, its Trustees, officers, directors, agents and employees.
2. Notwithstanding the foregoing, because the University is a public institution of higher education of the Commonwealth of Massachusetts ("public University"), no Board of Trustees, or agents thereof, of any public University has the authority, statutory or otherwise, to enter into an indemnification or hold harmless agreement on behalf of a public University of the Commonwealth. Further, pursuant to amended Article 62, §1, of the Massachusetts Constitution, and applicable Massachusetts case law, the Commonwealth and public University are prohibited from indemnifying or holding harmless, in any manner, any individual or any private association, or any corporation which is privately owned and managed. Where the party to a contract with the Commonwealth or public University is not an individual private association, or a corporation which is privately owned and managed, the Commonwealth or public University can indemnify or hold harmless such party only upon a two-thirds vote of each House of the Massachusetts Legislature.
3. In the event of that repeal of amended Article 62, §1, AND the enactment of statutory authority authorizing a Board of Trustees, or agents thereof, of a public University of this Commonwealth, to enter into an indemnification or hold harmless agreement on behalf of a public University of this Commonwealth, the parties agree to the terms of the preceding paragraph, to the extent that these terms are consistent with such statutory authority.

This agreement is for the duration of the student's Practicum, and may be terminated by either party upon written notice. The duration of the Practicum will be from _____ to _____.

FSU Student: _____ FSU ID: @ _____

Home Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Semesters: Fall 20____ Spring 20____

Academic Program: _____

License Level (check one)

- Elementary PreK - 8
- Secondary Grades 5-12

Field Site Location: _____

Address: _____ City: _____ State: _____ Zip: _____

Field Site Supervising Practitioner's Name: _____

Position: _____

Telephone: _____ Email: _____

Degree: _____ Field of Study: _____ Year Granted: _____

Awarding Institution: _____ License (type and number): _____

Signed: _____ Date: _____
(Student)

Signed: _____ Date: _____
(Field Site Supervising Practitioner)

Signed: _____ Date: _____
(University Graduate Program Chair)

Signed: _____ Date: _____
(Principal or Designee)

I, _____, certify that the supervising practitioner received a score of proficient or higher on his/her last evaluation report. I understand that this information is used solely for the purposes of verifying this supervisor meets the DESE requirements for an approved supervisor. (If evaluation reports are not completed at your school, please write N/A.)