

Affiliation Agreement

Between The School Board of Duval County, Florida, and The Board of Regents of the University System of Georgia by and on behalf of Valdosta State University

This affiliation agreement, is made and entered into effective August 14, 2023, by and between The School Board of Duval County, Florida, a body politic and corporate, with its office located at 1701 Prudential Drive (hereinafter referred to as the "School Board") and The Board of Regents of the University System of Georgia by and on behalf of Valdosta State University, located at 1500 N. Patterson Street, Valdosta, GA 31698 (hereinafter referred to as the "University"). This Agreement is for the following program(s):

Speech-Language Pathology

Whereas, the School Board is the local education agency that provides public education services to compulsory aged students in Duval County, Florida; and

Whereas, the University has a teacher preparation program and other educator development programs (hereinafter referred to as the "Program(s)") that require a combination of coursework and field and clinical experiences; and

Whereas, both the School Board and the University desire to collaborate regarding the placement of University students enrolled in appropriate educational programs to complete their field and clinical experiences in schools governed by the School Board;

Now Therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. INCORPORATION OF RECITALS

The above stated recitals are true and correct, and by this reference, are incorporated herein and made a part thereof.

2. DEFINITIONS/TERMS

For the purposes of this Agreement, the term "Intern" shall be defined as a student who is enrolled in the University's state-approved teacher preparation or other educational program that has been approved by rules of the State Board of Education and who is assigned by the University to a school governed by the School Board to perform a clinical field experience under the direction of a certified educator in the school.

3. Obligations of the University

- a. The University shall be responsible for the organization, administration, staffing, operating, and financing of its programs, and the maintenance of accepted standards for its educational programs.

The University shall maintain all records and report on Intern experiences in accordance with University policy and regulatory requirements.

- b. The University shall designate a faculty member as liaison to the School Board.
 - c. The University's liaison shall plan with the School Board's designee regarding all intern placements. No intern shall be placed in any School without the prior written consent of the School Board's designee. Such consent shall be on forms approved by the parties. The parties shall use a placement procedure that is agreed upon by the district superintendent or his/her designee.
 - d. The University shall assure that students selected as Interns have completed all required academic prerequisites prior to recommendation for placement with the School Board.
 - e. The University shall assume responsibility for the overall educational experience and grades of its Interns, with consideration given to the assessment and evaluation provided by the directing teacher.
 - f. The University shall obtain a Level II background screening for each Intern placed with the School Board. The cost of the background screening shall be the responsibility of the Intern. The Level II background screening shall be a condition precedent to the Intern being placed. The University acknowledges that Interns with disqualifying offenses will not be considered for placement with the School Board.
4. **RESPONSIBILITY TO INFORM STUDENTS.** The University shall inform its students selected as Interns in the Program(s) that as participants in the Program(s) they are required to:
- a. Comply with the policies and procedures of the School Board, to the extent permitted by law including the School Board's policies on confidentiality and disclosure of information.
 - b. Comply with state and federal laws and regulations.
 - c. Provide and wear the necessary and appropriate attire while performing or receiving services under this Agreement.

- d. Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.
- e. Comply with the Family Educational Rights and Privacy Act ("FERPA") regarding the confidentiality of student records.

Acknowledge and agree that neither the University nor the School Board guarantees to place or maintain placement of any Program student under this Agreement.

5. Obligations of the School Board: The School Board shall,

- a. Provide the facilities, applicable personnel, services, and other items necessary for the educational clinical experience, as specified herein.
- b. Determine the work location and assignment of interns in collaboration with the University. The School Board will accept from the University the number of qualified students as Interns that staff, time, and space permit as determined solely by the School Board.
- c. Encourage an atmosphere conducive to learning.
- d. Place approved Interns with certified teachers who have completed Clinical Educator Training (CET), have a minimum of three years successful classroom experiences and who demonstrate effective classroom management.
- e. Place approved school psychology Interns with certified school psychologists who have completed Clinical Educator Training (CET) and have a minimum of three years of successful experiences as a school psychologist.
- f. Cooperate with the University in enforcing University policies and procedures related to the Interns' respective student performance and student conduct.
- g. Permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services and other items provided by the School Board for purposes of the education experience upon reasonable notice.
- h. Notify the University, in writing, of any Intern whose work or conduct with students, parents or personnel is not, in the opinion of the School Board, in accordance with acceptable procedures or standards of performance or otherwise could disrupt the School Board's operation. The School Board may immediately remove from the premises any Intern who poses an immediate threat or danger to personnel or to the quality of educational services, or for unprofessional behavior. In such event, said Intern's participation in the Program(s) at the facility shall immediately cease, subject to being resumed only with the mutual written agreement of the School Board and University.

- i. The School Board will provide evaluations of the student teacher(s) to the University of Kentucky according to a schedule provided by the university's Music Teacher Education Program.

6. PROGRAM COORDINATION.

- a. University and the School Board agree to work together to establish and maintain a quality Program. The School Board agrees to take an active role in suggesting education policy, curriculum, and course content.
- b. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than University. University agrees to provide guidance to the School Board with respect to complying with FERPA.
- c. Neither party shall have the power to obligate School Board or University resources, or commit either, to any particular action.
- d. Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, and rules, as well as their own respective institutional rules and regulations.
- e. The parties hereto acknowledge and agree that the School Board is a political subdivision of the State of Florida. As such the School performance under this Agreement and any amendments hereto or attachments herewith, shall at all times be subject to any and all Florida laws, Florida regulations and the Duval County School Board's policies which are applicable to the School Board's operations, commitments and/or activities, as the case may be, in furtherance of any terms specified herein.
- f. The parties acknowledge and agree that as political subdivisions of the State of Florida, the Duval County School Board is subject to the provisions of Chapter 119, Florida Statutes regarding public access to records.
- g. The parties agree to keep a current written record of the specific schools where Interns are actually participating in the Program.

7. INSURANCE

- a. The School Board acknowledges that the University is self-insured for tort liability with limits of \$200,000 per claimant/\$300,000 per occurrence, as authorized pursuant to Florida Statute 768.28, with said protection being applicable to officers, employees, and agents while acting within the scope of their employment by the University. The University agrees to maintain its self-insurance fund for the duration of this Agreement.

- b. The University acknowledges that the School Board is self-insured for tort liability with limits of \$200,000 per claimant/\$300,000 per occurrence, as authorized pursuant to Florida Statute 768.28, with said protection being applicable to officers, servants, and agents while acting within the scope of their employment by the School Board. The School Board agrees to maintain its self-insurance fund for the duration of this Agreement.
- c. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the School Board to be sued; or (iii) a waiver of sovereign immunity of the School Board beyond the waiver provided in Section 768.28, Florida Statutes.

8. NEGLIGENCE

To the extent permitted by s.768.28, Florida Statutes, and without waiving any defenses, The University accepts liability for personal injury and property damage attributable to the negligent acts or omissions of its officers, employees, and agents while acting within the scope of their employment. Nothing herein is intended to waive College's defenses, sovereign immunity or serve as the University's consent to be sued by third parties for any matter relating to this agreement.

9. INDEPENDENT CONTRACTOR.

The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. Interns shall participate in the Program(s) hereunder for the sole consideration of obtaining an educational experience. No Intern or participant shall be considered an employee or volunteer of School Board by virtue of that Program participation.

10. MISCELLANEOUS

- a. **NON ASSIGNMENT.** This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party, which consent may be withheld in such party's sole discretion.
- b. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely for the benefit of School Board and University, and is not intended to create rights or any cause of action in any third parties.
- c. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default

hereunder, or give rise to any claim for damages.

- d. **TERM/TERMINATION.** The term of this Agreement shall be for a period of three (3) years commencing on the Effective Date and may be renewed for successive three (3) year periods if agreed upon in writing by the parties hereto. If either party to this Agreement wishes to terminate the Agreement early, it is understood that at least ninety (90) days prior written notice shall be given prior to the proposed termination date of the Agreement. And, if such notice is given, this Agreement shall terminate at the end of the ninety (90) days' notice; EXCEPT THAT the Program(s) shall continue as necessary for the purpose of permitting Interns actually participating in the Program(s) at the time of termination to finish the Program(s) at the School Board.
- e. **APPLICABLE LAW.** Intentionally Omitted.
- f. **NONDISCRIMINATION.** During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability or veteran or marital status.
- g. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein. Except as may otherwise be expressly set forth in this Agreement, neither University nor School Board make any representations, warranties, covenants or undertakings of any kind, express or implied.
- h. **AMENDMENTS AND MODIFICATIONS.** All amendments and modifications to this Agreement shall be made by written mutual consent of both parties, which shall include the date and signatures of parties agreeing to the amendment(s) and/or modification(s).
- i. **COPIES OF AGREEMENT.** Copies of this Agreement shall be placed on file and be available at the University and at the School Board.
- j. **NOTICES.** All notices under this Agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

If to University: Valdosta State University

1500 N. Patterson Street
Valdosta, GA 31698

Attn: Melissa Nolley
Phone: 229-333-7834

If to Board:

**The School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, Florida 32207
Attn: Superintendent Dr. Dana Kriznar
904-390-2032**

With copy to:

**Office of General Counsel
c/o 1701 Prudential Drive
Room 3403
Jacksonville, FL 32207**

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of each party, which representatives shall be designated by the parties, in writing, promptly upon commencement of this Agreement.

(Remainder of the Page Left Blank Intentionally. Signature Page Follows Immediately).

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement as of the day and date first written above, and each agrees to be bound by the provisions hereof.

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____

Dr. Dana Kriznar.

Superintendent of Schools and
Ex-Officio Secretary to the Board

By: Not Required by School Board Policy 7.41

Dr. Kelly Coker, Chairwoman

Form Approved:

By: _____

Office of Policy & Compliance

UNIVERSITY

**The Board of Regents of the University System of Georgia
by and on behalf of Valdosta State University**

By: Sheri Noviello
14A4619A4E3F4DB

Dr. Sheri Noviello
Interim Provost/VP for Academic Affairs

Date: 1/20/2024 | 1:33 AM EST

Approved as to form
Valdosta State University
Office of Legal Affairs
Justin M. Arrington, Chief Legal Affairs Officer
1-18-24 *JA*

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