

**STATE SYSTEM OF HIGHER EDUCATION
EDINBORO UNIVERSITY OF PENNSYLVANIA**

**AFFILIATION AGREEMENT FOR USE OF AN
AUDIOLOGY/SPEECH PATHOLOGY CLINICAL PRACTICUM SITE**

THIS AGREEMENT, is made this 9th day of December, 2004, by and between EDINBORO UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and The School Board of Palm Beach County, 3378 Forest Hill Boulevard, Suite A-203, West Palm Beach, FL 33406, (hereinafter "Board").

BACKGROUND

WHEREAS, Board is equipped with the facilities and professional staff necessary to provide an educational experience to the University's students in the area of Master of Science in Speech Pathology; and

WHEREAS, the University is an educational institution that provides a degree in the area of speech pathology; and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a clinic setting; and

WHEREAS, the Board is desirous of establishing a relationship with the University whereby its students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. Selection of Students. The University shall be responsible for the selection of qualified students to participate in the clinical experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the Board. The parties will mutually agree upon the number of students selected for each clinical program.
- b. Education of Students. The University shall assume full responsibility for the classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, graduation and faculty appointments.

- c. **Submission of Candidates.** The University shall submit the names of the students to a designated representative of the Board at least four weeks prior to the clinical assignment.
- d. **Policies of Clinic.** The University will review with each student, prior to the Clinical assignment any and all applicable policies, codes, or confidentiality issues related to the clinic experience. The Board will provide the University all the applicable information at least four weeks in advance of the clinical rotation.
- e. **Advising Students of Rights and Responsibilities.** The University will be responsible for advising students of their responsibilities under this Agreement. All students shall be advised of their obligations to abide by the policies and procedures of the Board. Should any student fail to abide by any policy and/or procedure, he/she may be expelled from the program.
- f. **Health Status.** The University will require its students who are participating in the clinical experience to comply with the health status requirements of the Board, including but not limited to, physical examinations, vaccinations and health screening requirements for tuberculosis and measles. Proof of compliance must be presented prior to admission into the program. If additional examinations or medical steps are required because of the nature of the clinic involved, the student will be in compliance as a condition for participation.
- g. **Scheduling of Board.** The University shall plan the assignment and schedules of those participating in the clinical experience in cooperation with the Board. Professional Liability Insurance, Students shall be responsible for procuring professional liability insurance of their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the clinical assignment.

The Board understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, et seq.

II. DUTIES AND RESPONSIBILITIES OF THE BOARD

- a. **Student Participation.** The Board agrees to allow a mutually agreed upon number of students of the University to participate in a clinical experience. The Board agrees

that the students selected for the program will be permitted to participate at dates and times mutually agreeable between the Board and the University.

- b. **Removal of Noncompliant Student.** The Board shall have the authority to immediately remove a student who fails to comply with Board policies and procedures. If such a removal occurs, the Board should immediately contact the responsible University Faculty Advisor.
- c. **Emergency Medical Care of Students.** The Board may provide to the students, to the extent possible, first aid for any injuries or illness that may occur during a clinical experience. However, the Board assumes no responsibility, financial or otherwise, beyond the initial first aid.
- d. **Designation of Representative.** The Board shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the clinical experiences of the students.
- e. **Supervision of Students.** The Board shall provide clinical site supervisors who will monitor student activities during clinical visits. Supervision of students will be provided by speech language pathologists who have the Certification of Clinical Competency (CCC) awarded by the American Speech, Language, Hearing Association (ASHA), and who have valid Florida licensure in speech language pathology.
- f. **Reporting of Student Progress.** The Board shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule provided by the University.
- g. **Changes in Assignment.** The Board will, as soon as practical, advise the University of any changes in clinical assignments. If additional clinical Education programs exist with other institutions, the Board shall devise ways for the coordination of all programs so that all students may have the maximum benefit of the learning experience.
- h. **Rules and Policies.** The Board will provide the University, at least two weeks in advance of the first clinical rotation, all relevant rules, regulations and policies of the Board. The Board, when necessary, shall have the responsibility of updating this information as necessary.
- i. **Facilities.** Available space, as specified by the Board, will be established by mutual agreement and made accessible to the University faculty and students for instruction, conferences and library purposes.

III. MUTUAL TERMS AND CONDITIONS

- a. Term of Agreement. The term of this Agreement shall be three years from the date of execution. This Agreement may not exceed a period of three years.
- b. Termination of Agreement. The University or the Board may terminate this Agreement for any reason with ninety (90) days written notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Board terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. Nondiscrimination. The parties agree to continue their respective policies of Nondiscrimination based on Title VI of the Civil rights Act of 1964 in regard to sex, age, race, color, creed, and national origin. Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- d. ~~Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the Laws of Florida, venue in Palm Beach County, Florida. The prevailing party shall be entitled to attorney's fees and costs incurred as a result of any action or proceeding under this agreement.~~ A10 12/2/04
- e. Modification of Agreement. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- f. Relationship of Parties. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- g. Liability. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses, which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- h. Student Records. The Board and the University shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by the law or as dictated by the terms of this Agreement.
- i. Entire Agreement. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IV. DUTIES AND RESPONSIBILITIES OF THE STUDENT

The Student Shall:

- a. Be responsible for his/her transportation to and from the assigned location and when on reasonable special assignment by the Board.
- b. Be responsible for his/her own living arrangement.
- c. Complete security clearance, health and medical forms as required by the Board.
- d. Be responsible for following the administrative policies of the Board.
- e. Be responsible for wearing the necessary and/or appropriate attire required by the Board.
- f. Be responsible for covering the costs of personal medical care, including emergency care.
- g. Abide by student confidentiality policies of the Board.
- h. Pay for Board's required security check and finger printing.
- i. Obtain prior written approval from the Board and the Program before publishing any material relating to the clinical experience.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Edinboro University of Pennsylvania

School Board of Palm Beach County, Florida

Angela E. Onderko
Angela E. Onderko
Director of Purchasing

Authorized Signature

12/9/04
Date

Print Name/Title

Approved as to Form and legal sufficiency,
Office of the Chief Counsel to the School Board
School District of Palm Beach County

By: Kimberly Hall

Date: 11/12/04

**Addendum, Concerning Fingerprinting,
to the Agreement Between the School Board of
Palm Beach County (“School Board”) and
_____ (“Provider”)**

The parties have entered into an Agreement (“Agreement”) dated _____ for the Provider to provide certain services to the School District. The parties wish to amend the Agreement based upon the terms and conditions contained herein. The following language is hereby incorporated into the Agreement:

All individuals who will have direct contact with children or any student of the School District, must be fingerprinted and background checked. Provider agrees to undergo a background check and fingerprinting if he/she is an individual who will be in contact with any students and to require that all individuals in the organization who will have direct contact with any student must submit to a background check, including fingerprinting by the School District’s Police Department, at the sole cost of Provider. Provider shall not begin providing services contemplated by this Agreement until Provider receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Provider (or discontinuation of Provider’s services) on the basis of these compliance obligations. Provider agrees that neither the Provider, nor any employee, agent or representative of the Provider who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04 will have contact with children or any student of the School District.

The parties acknowledge that the terms of this Addendum supersede any inconsistent terms in the existing contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

[*Provider*]

The School Board of Palm Beach County

By: _____

By: _____

Date: _____

Date: _____

ADDENDUM, Concerning Student Information, to the Contract
(“the Contract”) dated _____, between The School Board of Palm Beach and
_____ [vendor/partner].

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates _____ [vendor/partner] (“the Party”) as an “other school official” for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data [for example: name, grade-level, school attending, etc.; add more spaces as necessary to cover the minimum scope of data actually deemed needed]: _____, _____, _____, _____, _____; and
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

[*Legal name of the Party*]

The School Board of Palm Beach County

By: _____
[*person having authority to enter legally-binding agreements on behalf of the Party*]

By: _____

Date: _____

Date: _____