

# AFFILIATION AGREEMENT

Between

**The School Board of Sarasota County, Florida**

and

**Franklin College**

**THIS AGREEMENT** is made by and between the School Board of Sarasota County, Florida with offices at 1960 Landings Boulevard, Sarasota, Florida 34231 (hereinafter referred to as "FACILITY") and Franklin College, an educational corporation organized and existing under the laws of the State of Indiana, with its principal office located at Franklin College, 101 Branigin Boulevard, Franklin, IN 46131 (hereinafter referred to as "COLLEGE"),

and

**WHEREAS**, the COLLEGE conducts programs for post-secondary students preparing for the practice of *School Counseling and Guidance* (hereinafter referred to as the "Program" or "Programs"); and

**WHEREAS**, the FACILITY is well-suited to provide opportunities for field experience placements, internships, clinical training, etc. within the educational programs it provides for K-12 students served by FACILITY (hereinafter referred to as "Internship" or "Internships"); and

**WHEREAS**, the parties are desirous of working together in partnership to provide opportunities for Internships to post-secondary students enrolled in the COLLEGE's Programs;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and provisions hereinafter set forth, it is agreed as follows:

## **I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY**

1. ***Education of Students.*** The COLLEGE shall be responsible for the planning and administration of its Programs for students and incurs all costs thereof, including Internship supervision. The COLLEGE shall be responsible for the curriculum content of its Programs, the requirements for admission and matriculation, grading and graduation.

2. ***Selection of Students.*** The COLLEGE shall be responsible for the selection of qualified students to participate in the Internship at FACILITY contingent upon FACILITY approval. Selected students must have the appropriate educational background and skills consistent

with the contemplated educational experience or clinical training opportunity offered by the FACILITY. The COLLEGE shall submit the name(s) of students selected to the FACILITY or its designated representative at least two (2) weeks prior to the commencement of the Internship.

3. ***Designation of Representative.*** The COLLEGE shall designate an individual to serve as liaison between the parties, who will periodically communicate and/or meet with the designated representative of the FACILITY to discuss, plan and evaluate the clinical and/or academic experiences of the students, and/or otherwise assist the FACILITY to provide an effective and meaningful learning opportunity for the students.

4. ***Advising Students of Rights and Responsibilities.*** The COLLEGE will be responsible for advising each student placed at FACILITY of his or her own responsibilities under this Agreement. COLLEGE shall advise each student of his or her obligation to comply with all applicable FACILITY rules, regulations, policies and procedures while at the FACILITY, and that failure to comply shall constitute a cause for terminating such student's placement.

5. ***Physical Examinations/Vaccinations.*** The COLLEGE shall cooperate fully with the FACILITY with respect to any physical examinations or vaccinations required for participation in Field Placement in a particular K-12 public school or clinical setting. The COLLEGE shall require each student to furnish necessary health and vaccination documentation required by the FACILITY, if any, upon request. The COLLEGE will inform students of the recommendations for a hepatitis B vaccination prior to placement at FACILITY, upon request.

6. ***Confidentiality.*** The students and faculty of COLLEGE shall respect the confidential nature of all information that they have access to while participating in activities pursuant to this Agreement, including but not limited to personally identifiable information regarding K-12 students attending programs or receiving services from the FACILITY. Such information may be provided orally, contained in student education records at the FACILITY or in a component school district or maintained on the FACILITY's or a component school district's electronic system. COLLEGE shall ensure that all students and faculty maintain the confidentiality of such information in accordance with state and federal laws, including the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §132g and its implementing regulations at 34 C.F.R. Part 99, and to the extent it may be applicable, the Health Insurance Portability and Accountability Act of 1996 (HIPPA).

7. ***Liability Insurance.*** The COLLEGE shall take out and maintain during the course of this Agreement commercial general liability insurance with limits of not less than \$1,000,000.00 each occurrence and \$3,000,000.00 in the aggregate. The COLLEGE agrees that it will not modify any insurance and no insurance will be cancelled or non-renewed during the term of this Agreement without thirty (30) days written notice to FACILITY.

8. ***Indemnify and Hold Harmless.*** The COLLEGE agrees to indemnify and hold harmless the FACILITY, its board of education, officers, agents, servants and employees from any and all loss or liability including expenses, claims, lawsuits, penalties, judgments, demands, and costs

(including attorney's fees and disbursements) of any nature whatsoever for bodily injury or damage to property arising out of COLLEGE's own negligence, or the negligence of its employees, students or agents with respect to the activities carried out under this Agreement. Nothing in this Agreement is intended to waive any sovereign immunity to which FACILITY is entitled. This provision shall survive termination of this Agreement.

9. ***Fingerprinting and Background Checks:*** Prior to going on to school grounds while FACILITY'S students are present, any participating student assigned to the FACILITY will be fingerprinted and have his/her background checked as provided by Florida law. The participating student will coordinate with the FACILITY to arrange a mutually convenient time for the FACILITY to conduct the fingerprinting, at the participating student's or COLLEGE'S expense. The FACILITY has the right to reject any participating student access to its property in the event the participating student's background check does not meet the requirements established by the FACILITY pursuant to Florida law.

## II. **DUTIES AND RESPONSIBILITIES OF THE FACILITY:**

1. ***Designation of Representative.*** The FACILITY shall designate an individual to serve as liaison between the parties, who will periodically communicate and/or meet with the representative(s) of the COLLEGE in order to discuss, plan and evaluate the clinical and/or academic experiences of the students.

2. ***Reporting of Student Progress.*** The FACILITY shall provide all information reasonably requested by the COLLEGE on a student's performance during his or her Field Placement.

3. ***Removal of Student.*** The FACILITY shall have the authority to immediately terminate a student's assignment from the FACILITY's Internship, at any time FACILITY has reasonably determined that such removal is warranted for reasons of health and/or safety, conduct, performance, failure to comply with FACILITY'S rules and regulations, policies or procedures or any other reasons to the extent allowed by law. The FACILITY will notify the COLLEGE of any such termination and the reasons thereof (in advance, where possible).

4. ***Confidentiality.*** The FACILITY acknowledges that personally identifiable information contained in education records of students who are or have been in attendance at the COLLEGE is also protected by the Family Educational Rights and Privacy Act (FERPA), and that unless otherwise allowed or required under law, written consent of the student (or his or her parent, if under age 18) must be obtained before disclosing such information to a third party.

### III. MUTUAL TERMS AND CONDITIONS

1. **Number of Students.** The parties agree that the number of students to be assigned to the FACILITY each semester, schedules and exact start dates shall be mutually arranged and agreed upon at least thirty (30) days prior to the commencement of each Internship at the FACILITY. This timeline may be altered by mutual agreement of the Parties.

2. **Relationship of Parties.** The relationship between the parties to this Agreement to each other shall not be construed to constitute a partnership or joint venture. Students and faculty of the COLLEGE participating in the Internship shall in no event become nor be deemed to be employees, servants or agents of the FACILITY for any purpose, including but not limited to, compensation, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, nor shall any person on the staff or administration of the FACILITY become or be deemed to be an employee, servant or agent of the COLLEGE for any purpose. Neither students nor faculty of the COLLEGE shall receive compensation or other remuneration from FACILITY as a result of this Agreement, nor shall FACILITY be responsible for any expenses for medical or educational needs, meals, travel or other incidental expenses incurred by students or faculty participating in activities pursuant to this Agreement.

3. **Term of Agreement.** The term of this agreement shall be for eight months, commencing on January 1, 2013, and ending on August 31, 2013, unless earlier terminated by the parties as otherwise set forth herein. This Agreement may be renewed for 1 year terms by mutual execution by the parties of either a Memorandum of Extension of the Agreement, or a new Agreement.

4. **Termination of Agreement.** Either party may terminate this Agreement for any reason upon sixty (60) days' notice to the other; however, any student of the COLLEGE currently participating in an Internship as of the date of receipt of such notice shall be permitted to complete such participation.

5. **Nondiscrimination.** The parties agree to continue their respective policies of nondiscrimination based on, as applicable, Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, 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.

6. **Severability.** Each paragraph of this Agreement is severable from all other paragraphs, and if any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

7. **Interpretation of the Agreement.** This Agreement shall be deemed to have been executed and delivered in the State of Florida and shall be governed by and construed under the laws of the State of Florida. The sole and exclusive jurisdiction for any action arising from this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

8. **Modification of Agreement.** This Agreement shall only be modified in writing with the same formality as the original Agreement.

9. **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.

10. **Notices:** Notices under this agreement shall be mailed or delivered to the parties as follows:

|          | COLLEGE   | FACILITY                                      |
|----------|---|---|
| Name:    | Kirk J. Bixler  | Joyce Stiglitz                                |
| Title:   | Assistant Dean of Students and<br>Director of Career Services | Program Specialist                            |
| Address: | 101 Branigin Blvd.<br>Franklin, IN 46131                      | 1960 Landings Boulevard<br>Sarasota, FL 34231 |

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

**FRANKLIN COLLEGE**

**FACILITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Approved for Legal Content  
November 14, 2012, by Matthews,  
Eastmoore, Hardy, Crauwels & Garcia,  
Attorneys for The School Board of  
Sarasota County, Florida  
Signed: \_\_\_\_\_ ASH